

*Board of Commissioners*  
Robert Barr, Chairperson  
Scott Halliday, Vice-Chairperson  
Beverly McCall, Commissioner  
Robert Henry, Commissioner  
Patrick Mumman, Commissioner  
Patricia Miles-Jackson, Commissioner  
Brian Broadley, Commissioner



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Ocean City, New Jersey 08226

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*Jacqueline S. Jones, Executive Director*

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September 13, 2023

The Board of Commissioners  
Ocean City Housing Authority  
Ocean City, New Jersey 08226

Dear Commissioner:

The regular meeting of the Ocean City Housing Authority will be held on **Tuesday, September 19, 2023 at 4:00 pm at Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, NJ 08226.**

The Board may enter into executive session to discuss personnel matters and any other housing business that meets the criteria for an executive session. Formal action may be taken.

Very truly yours,

Jacqueline S. Jones  
Executive Director

**REVISED**  
**Ocean City Housing Authority**  
**AGENDA**

Tuesday, September 19, 2023  
4:00 p.m.

1. Call to Order
  2. Pledge of Allegiance
  3. Reading of the "Sunshine Law Statement"
  4. Roll Call
  5. Approval of Minutes:
    - a. Regular Meeting on August 15, 2023
  6. Fee Accountant's Report
  7. Executive Director's Report
  8. Committee Reports
  9. Old Business:
  10. New Business:
  11. Resolutions: **(cash report included)**
    - # 2023-43 Awarding Resident Wellness Services **(tabled from last month)**
    - # 2023-48 Approval of Monthly Expenses **(updated)**
    - # 2023-49 Authorizing Payments of Draw #37 Speitel/Bayview
    - # 2023-50 Authorizing Payment of Draw #9 Pecks Beach Family Redevelopment
    - # 2023-51 Award Accounting Services
    - # 2023-52 Award Auditing Services
    - # 2023-53 Award Legal Services
    - # 2023-54 Award Special Legal Services – Landlord Tenant
    - # 2023-55 Award Consulting Services
    - # 2023-56 Shared Services Agreement with Vineland Housing Authority
    - # 2023-57 Reject Bids for the Pecks Beach Family Redevelopment
    - # 2023-58 Change Order #5 Bayview Manor 1<sup>st</sup> and 5<sup>th</sup> Floor Renovations
    - # 2023-59 Authorizing Entering into a Contract Agreement with Global – Dealer of Record Nickerson, NJ – Office/Community Space Furniture
    - # 2023-60 Shared Services Agreement with Cape May Housing Authority
- Executive Session if required*
- Comments from the press and/or public – Limited to 5 minutes for each speaker
12. Comments from Board Members
  13. Adjournment

## **Housing Authority of the City of Ocean City**

### **Regular Board of Commissioner Meeting Minutes**

**August 15, 2023 – 4:00 p.m.**

The regular meeting of the Housing Authority of the City of Ocean City was held August 15, 2023, at 4:00 p.m. at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey 08226.

The meeting was called to order by Chairman Barr. Chairman Barr requested everyone to rise for the Pledge of Allegiance.

Chairman Barr read the Sunshine Law.

Upon roll call those present were:

Commissioner Robert Halliday	
Commissioner Patrick Mumman	
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	

Also present were Jacqueline Jones, Executive Director, Ron Miller, Director of Affordable Housing, Harry Furman, Esquire – Solicitor, Linda Cavallo – Accountant, Maddy Vitale, OCNJ Daily and Gloria Pomales, Executive Assistant.

#### **Minutes**

Tabled for next month. Chairman Barr requested a motion to table the approval to next month of the Regular Meeting minutes from July 18, 2023. Motion made by Commissioner Halliday and seconded by Commissioner Jackson. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

Chairman Barr moved the order of business and requested the Auditor's report from Michel Thilker, CPA of Bowman and Company. Mr. Thilker thanked the Authority Staff and Management for their assistance in the audit. He reviewed highlighted items in the audit report FYE 2022. The audit has a clean opinion. There are no report modifications or issues that require any changes to the report. Mr. Thilker reviewed and explained the balance sheet including liabilities as well as the income statement. He discussed the statement of cashflows. Mr. Thilker discussed the footnotes and there were no adoptions of any significant accounting pronouncements. He discussed future accounting pronouncements such as the GASB 96 subscription-based technology. Bowman and Company is in the process of reviewing that with Management. There were no findings or issues in the Audit. Chairman Barr asked for any questions from the Board. There were no questions from the Commissioners present. He reviewed the ending governance letter provided to the Board. Mr. Thilker was happy to report there was no difficulty encountered during the audit. It is always nice working with Management. There are no disagreements with Management and Management has agreed to provide a representation letter dated today to enable the auditor by professional standards to issue their report. Mrs. Jones stated the audit was complicated for a couple of years and this year it was not too bad, but when the tax credit property starts it will get more complicated and will be more work for the accountants, staff and the auditors. She thanked Mike Thilker for the auditing services. Overall the summary is that the Authority's net position is good and better than it was last year. Debts are down and cash flow is good.

The Authority is healthy. Mrs. Jones stated the Audit Resolution will be passed next month. Several Commissioners are not in attendance this evening. The Commissioners will have an opportunity to read the audit and Mike Thilker is available by phone or zoom at any time. Mrs. Jones will make sure the Commissioners are aware of this too. Once the resolution is passed next month, the audit will be sent to the State.

### **Treasurer's Report**

Linda Cavallo reviewed the Financial Report for the ten months ending July 2023. **Motion to approve the Treasurer's report** made by Commissioner Mumman and seconded by Commissioner Jackson. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

### **Executive Director's Report**

Mrs. Jones asked Ron Miller to provide an update on the construction projects. Ron reported at Bayview that the ACM work throughout the building is significantly done. The Community room is complete other than some cleaning and button up items. There have been some challenges with the first floor with the electrician on the job and it has delayed progress a little bit. Unfortunately, the end of August timeline will not be met. The Authority is waiting on the schedule from the general contractor which is due by Thursday of this week. The landscaping work is still on hold.

Bids were advertised for the Pecks Beach Village Family Project today and is out for public bid. They are due just before the meeting next month. Once they are evaluated it will be decided to award or defer.

Commissioner Halliday asked for the status of the elevators at Bayview. Ron stated that car #2 went down with a bad sensor that was repaired in August. It was a significant expense. About a week after it was repaired, the other car went down with the same exact problem. It was just an ironic, unfortunate circumstance. The one that was first down was fixed. Ron received an update today that the parts are still on order.

Mrs. Jones stated the Authority likes to conduct unit inspections once a year. Currently, the Authority is at 599 inspections for the fiscal year. It seems like a lot and it is because the Authority is still diligently inspecting during the extermination processes as well as staying on top of the bed bug issues that were primarily at Bayview Manor. There are 1 or 2 bed bug cases left. The reason for these cases is because of residents that do not comply. It is contained at this point and the Authority is working as best as possible with the residents, but they are not very cooperative. The Authority is at 95% occupancy overall. There are 2 vacancies at Bayview, 1 at Speitel and 2 at Pecks. The Authority is actively looking at applicants to fill them. The Authority anticipates opening the waiting list probably in the next 30 days as the statistics reports states there are only 13 families with Ocean City preferences and 8 elderly/disabled or those with handicaps applicants that live in Ocean City as well. Commissioner Jackson stated she received a call from a resident's sister who resides in Bayview and wanted to know if her sister can move to Speitel. Mrs. Jones stated generally transfers on not done because then everyone would want to move. Residents from the first floor of Bayview were moved to Speitel as part of the initial plan.

**Motion to approve the Executive Director's Report** made by Commissioner Mumman and seconded by Commissioner Jackson. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

**Committee Reports** – None.

**Old Business** – None.

**New Business** – None.

With no other discussion on related matters the Chairman moved to the Resolutions.

**Resolution #2023-41**  
**Resolution to Approve Monthly Expenses**

Chairman Barr called for a motion to approve the monthly expenses in the amount of \$345,792.83. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. Mrs. Jones briefly reviewed the bill list. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes – Abstain from Acenda Invoices)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

**Resolution #2023-42**  
**Granting Official Leave of Absence (Workman's Compensation)**

Chairman Barr called for a motion to approve Resolution #2023-42. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. Mrs. Jones explained the OCHA's maintenance employee was injured on July 11<sup>th</sup> and this resolution is required for the pension system. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

**Resolution #2023-43**  
**Resolution Awarding Resident Wellness Program Services Contract**  
**TABLED FOR NEXT MONTH**

Chairman Barr called for a motion to **table** the approval of Resolution #2023-43. A motion was made by Commissioner Halliday; seconded by Commissioner Mumman. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Abstain)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

**Resolution #2023-44**  
**Amending Resolution 2021-34 Entering into a Special Engineering Services Contract**  
**for Pecks Beach Family Redevelopment**

Chairman Barr called for a motion to approve Resolution #2023-44. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. Ron Miller stated the amendment is for geophysical work for mark outs essentially. A demolition plan needs to be developed for the current buildings. This particular building is the most important as it has gas and water service for the entire site. It needs to be determined how to move the utilities. The Civil Engineering is hiring a company to mark out all the utilities on the site. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

**Resolution #2023-45**  
**Renewal in the New Jersey Public Housing Authority Joint Insurance Fund**

Chairman Barr called for a motion to approve Resolution #2023-45. A motion was made by Commissioner Mumman; seconded by Commissioner Jackson. Mrs. Jones explained this is the renewal for the Authority's NJ PHA JIF and it will be for three years. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

**Resolution #2023-46**  
**Resolution Authorizing Payment of Draw 36**

Chairman Barr called for a motion to approve Resolution #2023-46. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. Mrs. Jones reviewed the draw. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

**Resolution #2023-47**  
**Resolution Authorizing Payment of Draw #8 Pecks Beach Family Redevelopment**

Chairman Barr called for a motion to approve Resolution #2023-47. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. Mrs. Jones explained the draw. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Absent)
Chairman Robert Barr	(Yes)

Chairman Barr requested comments from the public. No public comments. Chairman Barr requested comments from Board Commissioners and/or Administration. No further comments.

With no further business to discuss, Chairman Barr entertained a motion for adjournment of the Regular Meeting. A motion was made by Commissioner Jackson; seconded by Commissioner Mumman. The vote was carried unanimously by the Board Members present. The Regular Meeting of the Board of Commissioners was adjourned at 4:32 p.m.

Respectfully submitted,



Jacqueline S. Jones  
Secretary/Treasurer

# Ocean City Housing Authority - Commissioner's Report - TOTAL

Month Ending: Aug 2023



	<b>TOTAL</b>			
	<b>ANNUAL BUDGET</b>	<b>BUDGET THRU August</b>	<b>ACTUAL THRU August</b>	<b>VARIANCE THRU August</b>
<b><u>INCOME</u></b>				
DWELLING RENTAL	\$ 569,880	\$ 522,390	\$ <u>588,050</u>	\$ 65,660
TOTAL TENANT REVENUE	\$ 569,880	\$ 522,390	\$ 588,050	\$ 65,660
HUD OPERATING SUBSIDY	\$ 287,240	\$ 263,307	\$ <u>177,756</u>	\$ (85,551)
PBV HAP SUBSIDY	388,360	356,004	<u>323,253</u>	(32,751)
HUD CAPITAL FUNDS-OPERATIONS	71,000	65,087	<u>121,578</u>	56,491
CDBG INCOME	23,300	21,362	<u>713</u>	(20,650)
TOTAL HUD FUNDING	\$ 769,900	\$ 705,760	\$ 623,300	\$ (82,461)
INVESTMENT INCOME- UNRESTRICTED	\$ 120	\$ 110	\$ <u>548</u>	\$ 438
NONDWELLING RENTAL INCOME	54,000	49,500	-	(49,500)
OTHER INCOME-LAUNDRY	6,900	6,325	<u>2,608</u>	(3,717)
OTHER INCOME-FRAUD RECOVERY	2,500	2,288	<u>6,987</u>	4,699
OTHER INCOME-MISCELLANEOUS	11,540	10,582	<u>6,625</u>	(3,957)
TOTAL INCOME	\$ 1,414,840	\$ 1,296,955	\$ 1,228,118	\$ (68,837)
<b><u>EXPENSES</u></b>				
<b>ADMINISTRATIVE SALARIES</b>				
ADMINISTRATIVE SALARIES	\$ -	\$ -	\$ <u>26,216</u>	\$ 26,216
PAYROLL TAXES - ADMIN	-	-	<u>2,206</u>	2,206
TOTAL ADMINISTRATIVE SALARIES	\$ -	\$ -	\$ 28,422	\$ 28,422
AUDIT FEES	\$ 12,000	\$ 10,989	\$ <u>11,000</u>	\$ 11
ADVERTISING	740	682	<u>2,212</u>	1,530
<b>OFFICE EXPENSES</b>				
COMPUTER SERVICES	\$ 3,700	\$ 3,399	\$ <u>300</u>	\$ (3,099)
CONSULTANTS-RAD CONVERSION	11,030	10,109	<u>6,100</u>	(4,009)
COPIER	2,660	2,442	<u>199</u>	(2,243)
DUES & PUBLICATIONS	730	671	<u>571</u>	(100)
OFFICE SUPPLIES	790	737	<u>333</u>	(404)
PHONE & INTERNET	13,780	12,639	<u>10,736</u>	(1,903)
POSTAGE	1,640	1,496	<u>2,071</u>	575
LEGAL	16,020	14,685	<u>7,197</u>	(7,488)
CRIMINAL BACKGROUND CHECKS	360	330	<u>898</u>	568
LEGAL-RAD	4,000	3,663	-	(3,663)
TRAVEL	70	66	-	(66)
TRAINING	440	407	<u>135</u>	(272)
ACCOUNTING	26,540	24,332	<u>27,853</u>	3,521
MANAGEMENT FEES	266,880	244,640	<u>170,227</u>	(74,413)
MISCELLANEOUS-SUNDRY	13,660	12,507	<u>18,566</u>	6,059
TOTAL ADMINISTRATIVE EXPENSES	\$ 375,040	\$ 343,794	\$ 286,821	\$ (56,973)



# Ocean City Housing Authority - Commissioner's Report - TOTAL

Month Ending: Aug 2023



	<b>TOTAL</b>			
	<b>ANNUAL BUDGET</b>	<b>BUDGET THRU August</b>	<b>ACTUAL THRU August</b>	<b>VARIANCE THRU August</b>
<b>OTHER TENANT SERVICES</b>	\$ 3,900	\$ 3,575	\$ <u>2,200</u>	\$ (1,375)
<b>TENANT SVCS – BEHAVIORAL HEALTH</b>	39,100	35,849	<u>11,138</u>	(24,712)
<b>TOTAL OTHER TENANT SERVICES</b>	<u>\$ 43,000</u>	<u>\$ 39,424</u>	<u>\$ 13,338</u>	<u>\$ (26,087)</u>
<b>WATER/SEWER</b>	\$ 104,350	\$ 95,656	\$ <u>93,950</u>	\$ (1,706)
<b>ELECTRIC</b>	98,360	90,167	<u>96,876</u>	6,709
<b>GAS</b>	50,180	46,002	<u>45,959</u>	(43)
<b>GARBAGE/TRASH REMOVAL</b>	-	-	<u>148</u>	148
<b>TOTAL UTILITY EXPENSES</b>	<u>\$ 252,890</u>	<u>\$ 231,825</u>	<u>\$ 236,933</u>	<u>\$ 5,108</u>
<b>MAINTENANCE LABOR</b>	\$ 65,000	\$ 59,587	\$ <u>45,811</u>	\$ (13,776)
<b>MAINT. MATERIALS</b>	139,800	128,216	<u>40,384</u>	(87,832)
<b>MAINT. CONTRACT COSTS</b>	220,100	201,784	<u>126,643</u>	(75,141)
<b>EMPLOYEE BENEFITS</b>	37,530	34,397	<u>28,901</u>	(5,496)
<b>TOTAL MAINTENANCE</b>	<u>\$ 462,430</u>	<u>\$ 423,984</u>	<u>\$ 241,739</u>	<u>\$ (182,245)</u>
<b>INSURANCE</b>	\$ 110,490	\$ 101,299	\$ <u>89,894</u>	\$ (11,405)
<b>FLOOD INSURANCE</b>	29,140	26,708	<u>27,108</u>	400
<b>BAD DEBTS</b>	13,230	12,133	<u>12,128</u>	(6)
<b>COMPENSATED ABSENCES</b>	1,260	1,155	<u>1,155</u>	-
<b>PAYMENT IN LIEU OF TAXES</b>	29,770	27,291	<u>27,289</u>	(2)
<b>PENSION</b>	10,690	9,801	<u>7,850</u>	(1,951)
<b>RETIREE BENEFITS</b>	28,260	25,905	<u>11,603</u>	(14,302)
<b>TOTAL OTHER EXPENSES</b>	<u>\$ 222,840</u>	<u>\$ 204,292</u>	<u>\$ 177,026</u>	<u>\$ (27,266)</u>
<b>TOTAL EXPENDITURES</b>	<u>\$ 1,356,200</u>	<u>\$ 1,243,319</u>	<u>\$ 955,857</u>	<u>\$ (287,462)</u>
<b>Replacement Reserve</b>	\$ 44,550	\$ 40,843	\$ <u>40,895</u>	\$ 52
<b>PROFIT</b>	<u>\$ 14,090</u>	<u>\$ 12,793</u>	<u>\$ 231,365</u>	<u>\$ 218,572</u>

Commissioner's Report - Property Detail

Month Ending: Aug 2023



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL BUDGET	BUDGET THRU August	ACTUAL THRU August	VARIANCE THRU August	ANNUAL BUDGET	BUDGET THRU August	ACTUAL THRU August	VARIANCE THRU August	ANNUAL BUDGET	BUDGET THRU August	ACTUAL THRU August	VARIANCE THRU August
<b>INCOME</b>												
DWELLING RENTAL	\$ 161,730	\$ 148,258	\$ <u>172,271</u>	\$ 24,013	\$ 161,150	\$ 147,719	\$ <u>148,748</u>	\$ 1,029	\$ 247,000	\$ 226,413	\$ <u>267,031</u>	\$ 40,618
TOTAL TENANT REVENUE	\$ 161,730	\$ 148,258	\$ 172,271	\$ 24,013	\$ 161,150	\$ 147,719	\$ 148,748	\$ 1,029	\$ 247,000	\$ 226,413	\$ 267,031	\$ 40,618
HUD OPERATING SUBSIDY	\$ -	\$ -	\$ <u>-</u>	\$ -	\$ -	\$ -	\$ <u>-</u>	\$ -	\$ 287,240	\$ 263,307	\$ <u>177,756</u>	\$ (85,551)
PBV HAP SUBSIDY	198,510	181,973	<u>155,564</u>	(26,409)	189,850	174,031	<u>167,689</u>	(6,342)	-	-	<u>-</u>	-
HUD CAPITAL FUNDS-OPERATIONS	-	-	<u>-</u>	-	-	-	<u>-</u>	-	71,000	65,087	<u>121,578</u>	56,491
CDBG INCOME	6,500	5,962	<u>128</u>	(5,834)	4,200	3,850	<u>200</u>	(3,651)	12,600	11,550	<u>385</u>	(11,165)
TOTAL HUD FUNDING	\$ 205,010	\$ 187,935	\$ 155,692	\$ (32,243)	\$ 194,050	\$ 177,881	\$ 167,889	\$ (9,993)	\$ 370,840	\$ 339,944	\$ 299,719	\$ (40,225)
INVESTMENT INCOME-UNRESTRICTED	\$ 40	\$ 33	\$ <u>248</u>	\$ 215	\$ 30	\$ 33	\$ <u>4</u>	\$ (29)	\$ 50	\$ 44	\$ <u>296</u>	\$ 252
NONDWELLING RENTAL INCOME	54,000	49,500	<u>-</u>	(49,500)	-	-	<u>-</u>	-	-	-	<u>-</u>	-
OTHER INCOME-LAUNDRY	2,800	2,563	<u>830</u>	(1,733)	1,200	1,100	<u>770</u>	(331)	2,900	2,662	<u>1,009</u>	(1,654)
OTHER INCOME-FRAUD RECOVERY	-	-	<u>3,891</u>	3,891	-	-	<u>-</u>	-	2,500	2,288	<u>3,096</u>	808
OTHER INCOME-MISCELLANEOUS	3,090	2,838	<u>1,043</u>	(1,795)	1,100	1,012	<u>1,097</u>	85	7,350	6,732	<u>4,485</u>	(2,247)
TOTAL INCOME	\$ 426,670	\$ 391,127	\$ 333,976	\$ (57,151)	\$ 357,530	\$ 327,745	\$ 318,507	\$ (9,238)	\$ 630,640	\$ 578,083	\$ 575,635	\$ (2,448)
<b>EXPENSES</b>												
ADMINISTRATIVE SALARIES												
ADMINISTRATIVE SALARIES	\$ -	\$ -	\$ <u>7,340</u>	\$ 7,340	\$ -	\$ -	\$ <u>4,719</u>	\$ 4,719	\$ -	\$ -	\$ <u>14,157</u>	\$ 14,157
PAYROLL TAXES - ADMIN	-	-	<u>618</u>	618	-	-	<u>397</u>	397	-	-	<u>1,191</u>	1,191
TOTAL ADMINISTRATIVE SALARIES	\$ -	\$ -	\$ 7,958	\$ 7,958	\$ -	\$ -	\$ 5,116	\$ 5,116	\$ -	\$ -	\$ 15,348	\$ 15,348
AUDIT FEES	\$ 3,520	\$ 3,223	\$ <u>3,234</u>	\$ 11	\$ 2,620	\$ 2,398	\$ <u>2,398</u>	\$ -	\$ 5,860	\$ 5,368	\$ <u>5,368</u>	\$ -

# Commissioner's Report - Property Detail

Month Ending: Aug 2023



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL BUDGET	BUDGET THRU August	ACTUAL THRU August	VARIANCE THRU August	ANNUAL BUDGET	BUDGET THRU August	ACTUAL THRU August	VARIANCE THRU August	ANNUAL BUDGET	BUDGET THRU August	ACTUAL THRU August	VARIANCE THRU August
ADVERTISING	170	154	<u>605</u>	451	200	187	<u>389</u>	202	370	341	<u>1,219</u>	878
OFFICE EXPENSES												
COMPUTER SERVICES	\$ 500	\$ 462	\$ <u>84</u>	\$ (378)	\$ 1,200	\$ 1,100	\$ <u>54</u>	\$ (1,046)	\$ 2,000	\$ 1,837	\$ <u>162</u>	\$ (1,675)
CONSULTANTS-RAD	500	462	<u>1,400</u>	938	530	484	<u>2,000</u>	1,516	10,000	9,163	<u>2,700</u>	(6,463)
CONVERSION												
COPIER	740	682	<u>56</u>	(626)	480	440	<u>36</u>	(404)	1,440	1,320	<u>107</u>	(1,213)
DUES & PUBLICATIONS	170	154	<u>160</u>	6	200	187	<u>103</u>	(84)	360	330	<u>308</u>	(22)
OFFICE SUPPLIES	200	187	<u>87</u>	(100)	200	187	<u>56</u>	(131)	390	363	<u>190</u>	(173)
PHONE & INTERNET	4,260	3,905	<u>2,718</u>	(1,187)	5,630	5,159	<u>3,997</u>	(1,162)	3,890	3,575	<u>4,021</u>	446
POSTAGE	420	385	<u>580</u>	195	400	363	<u>373</u>	10	820	748	<u>1,118</u>	370
LEGAL	3,000	2,750	<u>2,051</u>	(699)	1,880	1,727	<u>914</u>	(813)	11,140	10,208	<u>4,232</u>	(5,976)
CRIMINAL BACKGROUND	40	33	<u>94</u>	61	20	22	<u>326</u>	304	300	275	<u>477</u>	202
CHECKS												
LEGAL-RAD	-	-	<u>-</u>	-	-	-	<u>-</u>	-	4,000	3,663	<u>-</u>	(3,663)
TRAVEL	20	22	<u>-</u>	(22)	10	11	<u>-</u>	(11)	40	33	<u>-</u>	(33)
TRAINING	140	132	<u>38</u>	(94)	200	187	<u>24</u>	(163)	100	88	<u>73</u>	(15)
ACCOUNTING	6,500	5,962	<u>7,799</u>	1,837	4,540	4,158	<u>5,014</u>	856	15,500	14,212	<u>15,041</u>	829
MANAGEMENT FEES	57,840	53,020	<u>37,939</u>	(15,081)	52,040	47,707	<u>24,390</u>	(23,317)	157,000	143,913	<u>107,898</u>	(36,015)
MISCELLANEOUS-	4,740	4,356	<u>4,121</u>	(235)	3,720	3,388	<u>2,579</u>	(809)	5,200	4,763	<u>11,866</u>	7,103
SUNDRY												
TOTAL ADMINISTRATIVE EXPENSES	\$ 82,760	\$ 75,889	\$ <u>68,924</u>	\$ (6,965)	\$ 73,870	\$ 67,705	\$ <u>47,769</u>	\$ (19,936)	\$ 218,410	\$ 200,200	\$ <u>170,128</u>	\$ (30,072)
OTHER TENANT SERVICES	\$ 1,400	\$ 1,287	\$ <u>2,200</u>	\$ 913	\$ 1,200	\$ 1,100	\$ <u>-</u>	\$ (1,100)	\$ 1,300	\$ 1,188	\$ <u>-</u>	\$ (1,188)
TENANT SVCS – BEHAVIORAL HEALTH	15,500	14,212	<u>3,119</u>	(11,094)	10,400	9,537	<u>2,005</u>	(7,532)	13,200	12,100	<u>6,014</u>	(6,086)
TOTAL OTHER TENANT SERVICES	\$ 16,900	\$ 15,499	\$ <u>5,319</u>	\$ (10,181)	\$ 11,600	\$ 10,637	\$ <u>2,005</u>	\$ (8,632)	\$ 14,500	\$ 13,288	\$ <u>6,014</u>	\$ (7,274)
WATER/SEWER	\$ 21,540	\$ 19,745	\$ <u>17,597</u>	\$ (2,148)	\$ 15,000	\$ 13,750	\$ <u>13,380</u>	\$ (370)	\$ 67,810	\$ 62,161	\$ <u>62,974</u>	\$ 813
ELECTRIC	86,520	79,310	<u>68,170</u>	(11,140)	2,600	2,387	<u>15,040</u>	12,653	9,240	8,470	<u>13,667</u>	5,197
GAS	-	-	<u>-</u>	-	5,040	4,620	<u>4,945</u>	325	45,140	41,382	<u>41,014</u>	(368)

# Commissioner's Report - Property Detail

Month Ending: Aug 2023



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL BUDGET	BUDGET THRU August	ACTUAL THRU August	VARIANCE THRU August	ANNUAL BUDGET	BUDGET THRU August	ACTUAL THRU August	VARIANCE THRU August	ANNUAL BUDGET	BUDGET THRU August	ACTUAL THRU August	VARIANCE THRU August
GARBAGE/TRASH REMOVAL	-	-	<u>59</u>	59	-	-	<u>8</u>	8	-	-	<u>80</u>	80
TOTAL UTILITY EXPENSES	\$ 108,060	\$ 99,055	\$ 85,826	\$ (13,229)	\$ 22,640	\$ 20,757	\$ 33,373	\$ 12,616	\$ 122,190	\$ 112,013	\$ 117,734	\$ 5,721
MAINTENANCE LABOR	\$ 18,000	\$ 16,500	\$ <u>12,827</u>	\$ (3,673)	\$ 14,000	\$ 12,837	\$ <u>8,246</u>	\$ (4,591)	\$ 33,000	\$ 30,250	\$ <u>24,738</u>	\$ (5,512)
MAINT. MATERIALS	16,800	15,422	<u>10,733</u>	(4,689)	100,440	92,092	<u>7,154</u>	(84,938)	22,560	20,702	<u>22,497</u>	1,795
MAINT. CONTRACT COSTS	84,390	77,374	<u>60,253</u>	(17,121)	56,930	52,184	<u>30,524</u>	(21,660)	78,780	72,226	<u>35,866</u>	(36,360)
EMPLOYEE BENEFITS	11,240	10,296	<u>8,092</u>	(2,204)	6,900	6,325	<u>5,202</u>	(1,123)	19,390	17,776	<u>15,607</u>	(2,169)
TOTAL MAINTENANCE	\$ 130,430	\$ 119,592	\$ 91,906	\$ (27,686)	\$ 178,270	\$ 163,438	\$ 51,126	\$ (112,312)	\$ 153,730	\$ 140,954	\$ 98,707	\$ (42,247)
INSURANCE	\$ 30,820	\$ 28,259	\$ <u>23,585</u>	\$ (4,674)	\$ 24,600	\$ 22,550	\$ <u>17,233</u>	\$ (5,317)	\$ 55,070	\$ 50,490	\$ <u>49,076</u>	\$ (1,414)
FLOOD INSURANCE	4,000	3,663	<u>4,722</u>	1,059	4,500	4,125	<u>4,154</u>	29	20,640	18,920	<u>18,233</u>	(688)
BAD DEBTS	1,500	1,375	<u>1,375</u>	-	930	858	<u>858</u>	-	10,800	9,900	<u>9,895</u>	(6)
COMPENSATED ABSENCES	420	385	<u>385</u>	-	420	385	<u>385</u>	-	420	385	<u>385</u>	-
PAYMENT IN LIEU OF TAXES	5,370	4,928	<u>4,917</u>	(11)	11,920	10,923	<u>10,932</u>	9	12,480	11,440	<u>11,440</u>	-
PENSION	3,000	2,750	<u>2,202</u>	(548)	2,430	2,233	<u>1,790</u>	(443)	5,260	4,818	<u>3,858</u>	(960)
RETIREE BENEFITS	7,900	7,238	<u>3,249</u>	(3,989)	5,460	5,005	<u>2,089</u>	(2,916)	14,900	13,662	<u>6,265</u>	(7,397)
TOTAL OTHER EXPENSES	\$ 53,010	\$ 48,598	\$ 40,435	\$ (8,163)	\$ 50,260	\$ 46,079	\$ 37,440	\$ (8,639)	\$ 119,570	\$ 109,615	\$ 99,151	\$ (10,464)
TOTAL EXPENDITURES	\$ 391,160	\$ 358,633	\$ 292,409	\$ (66,224)	\$ 336,640	\$ 308,616	\$ 171,714	\$ (136,903)	\$ 628,400	\$ 576,070	\$ 491,735	\$ (84,335)
Replacement Reserve	\$ 26,950	\$ 24,706	\$ <u>24,758</u>	\$ 52	\$ 17,600	\$ 16,137	\$ <u>16,137</u>	\$ -	\$ -	\$ -	\$ -	\$ -
PROFIT	<u>\$ 8,560</u>	<u>\$ 7,788</u>	<u>\$ 16,808</u>	<u>\$ 9,020</u>	<u>\$ 3,290</u>	<u>\$ 2,992</u>	<u>\$ 130,656</u>	<u>\$ 127,664</u>	<u>\$ 2,240</u>	<u>\$ 2,013</u>	<u>\$ 83,901</u>	<u>\$ 81,888</u>

**Ocean City Housing Authority**  
**Administrative Report**

**DATE:** September 13, 2023

**TO:** Board of Commissioners, Ocean City Housing Authority

**FROM:** Jacqueline S. Jones, Executive Director

**SUBJECT:** Monthly Report (Stats for August 2023)

**PERIOD:** August 10, 2023 to September 12, 2023

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**Please see the next page for Bayview Renovation Projects:**

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### Interior Renovations

- a. Renovate Lobby;
- b. Addition of Mail Room;
- c. Renovate Community Room;
- d. Renovate Community Bathrooms;
- e. Renovate Laundry Room;
- f. New Flooring in Common Areas;
- g. All Common Areas painted;
- h. Maintenance Shop;
- i. Office & Conference Room;
- j. New Handrails throughout Common hallways;
- k. Elevator renovation;

March update: 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> Floors - new common area flooring is complete and handrails have been refinished; The 5<sup>th</sup> floor Community Room is under renovation – a new kitchen, flooring, lighting, & painting are in progress; Floor tile was found under the Community Room carpet & is being tested for ACM – Asbestos Containing Material; A 5 week completion is expected for this room; The office & conference room is progressing with framing electrical, plumbing & HVAC work underway; Lastly, the unforeseen conditions change order is expected to be complete in the next few days; Recommendation letters are needed from Donovan Architects & Lerch Bates (elevator consultant) to complete the change order process;

April update: ACM testing and monitoring continues; There will be a change order presented for the ACM testing & scope of work; Additional work may be needed depending on the ACM testing results;

May update: ACM testing & monitoring continues; A change order is on the Agenda for the ACM removal on the 5<sup>th</sup> Floor (community room floor & ceiling); this work is required under NJAC 5:28-8 (Sub-Chapter 8); Additional work may be needed pending proposals for additional ACM work on the 1<sup>st</sup> & 5<sup>th</sup> floors; Notifications & updates to residents are continuing; Two fifth floor residents have been temporarily relocated to the 1<sup>st</sup> floor; Work is scheduled to resume about May 18, 2023;

June update: ACM work and monitoring in the 5<sup>th</sup> Floor Community Room has been completed. Additional abatement of flooring in the Laundry began on June 14, 2023, after abatement is completed new flooring has been scheduled to be installed on the 5<sup>th</sup> floor; Notifications & updates to residents are continuing; Two fifth floor residents have been temporarily relocated to the 1<sup>st</sup> floor; Work is scheduled to be completed on the 5<sup>th</sup> floor on or about June 28, 2023; Ceiling anchors will be installed on the 1<sup>st</sup> floor which will allow work to resume, all trades are being scheduled to return and complete work on the remainder of the project.

July update: ACM work has been completed; The Laundry Room was re-opened ahead of schedule; Community Room is in the process of having new kitchenette, flooring, and painting completed. Notifications and updates are continuing to keep the residents informed of the project; Two residents that were temporarily relocated to the 1<sup>st</sup> floor have been moved back to their apartments; Work on the first floor continues to make good progress; mailboxes have been installed & new fire-sprinkler work has been completed; electrical, plumbing, and drywall all continue to make good progress. Elevator submittals have been received and are currently under review. Work is anticipated to be completed on or around August 31, 2023, with the exception of the elevator.

August update: ACM work has been completed; The Community Room kitchenette, flooring, lighting, and painting are completed. Work on the first floor continues to make progress, mailboxes have been installed, new fire-sprinkler work has been completed, electrical, plumbing, and drywall all continue to make progress. Electrical issues throughout the project have caused delays, this continues and is being addressed by our professional team. We do anticipate a delay in getting the first-floor offices opened, and are actively working to resolve the time overrun.

*September update: Drywall work is being completed in the office, conference and mail rooms. Finishes in other areas of the building are ongoing including the lobby renovation. We do anticipate a delay in getting the first-floor offices opened, and are actively working to resolve the time overrun.*

## **Bayview – Renovation Projects (continued)**

<b>Bayview Manor Landscaping Project</b>	<b>Project Specifications are being developed for hopeful Fall plantings;</b>	<p><b>August Update: A meeting with the landscape architect is being scheduled;</b></p> <p><b>September Update: A specification for the landscaping at Bayview Manor is in process to obtain quotes for the work;</b></p> <p><b>October Update: Specifications for this project are in review; This work will likely be completed in the spring;</b></p> <p><b>November update: Some shrubs have been removed; The land has been graded and grass seed has been planted; New plantings are planned for April 2023;</b></p> <p><b>December update: New plantings are planned for April 2023;</b></p> <p><b>January update: New plantings are planned for April 2023;</b></p> <p><b>February update: New plantings are planned for April 2023;</b></p> <p><b>March update: This project has been placed on hold pending the outcome of the needed funds for to complete the Bayview Manor renovations;</b></p> <p><i>No Status Change on this Project;</i></p>
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# Peck's Beach Family Redevelopment Project

Scope of Work	Work Status	Comments
<p><b>Design Phase of the Redevelopment of Peck's Beach Family</b></p> <p>September '22 update – NJHMFA has received the application. A further update will be given at the board meeting; October update – NJHMFA has received the application. A further update will be given at the board meeting;</p> <p>November update: NJHMFA board approved the Declaration of Intent (DOI); The DOI has been passed to the Governor for the 14-day veto period; Notice of approval is anticipated for the first week in December; Next step is the submission of the project to the Planning Board by the end of November; We had a meeting with the Pecks Family residents on November 1<sup>st</sup>; The next meeting is planned for January 2023; Work on the RAD conversion process will continue to work toward "closing."</p> <p>December update: The official approval letter (Declaration of Intent) for the financing from the NJHMFA was received in November. Design details are in process. An informal meeting with the Planning Office is to be scheduled prior to the Planning Board presentation, which is anticipated for February 2023;</p> <p>January update: The design is being readied for submission to the Planning Office by the end of January.</p> <p>February update: The design is being readied for submission to the Planning Office. Next steps – finalize construction plans, prepare bid documents; put out for bid; work toward financial closing with HMFA and HUD; the 2nd Resident meeting is scheduled for March;</p>	<ul style="list-style-type: none"> <li>• June 2021- Award Special Architectural and Engineering (Electrical &amp; Mechanical) Services</li> <li>• Award Special Engineering (Civil) Services</li> </ul> <p><b>March Update:</b> A courtesy review by the sub-committee of the Planning Board was held on March 2<sup>nd</sup>; The second resident meeting was held on March 7<sup>th</sup>; The consultant, architect and Authority staff were in attendance; Residents were presented with the plans, asked a lot of questions and were very pleased with the presentation; The site plans for the project are ready for presentation to the Planning Board for the April 5<sup>th</sup> meeting;</p> <p><b>April update:</b> The presentation to the Planning Board was held on April 5<sup>th</sup>. The presentation was well received with votes for approval of the plan;</p> <p>The Authority's consultants, The Brooke Group, applied for funding known as the Affordable Housing Protection Funds through the NJHMFA. At this writing, the NJHMFA has indicated the application for the \$4M grant is complete. We understand the next step is NJHMFA board approval.</p>	<p><b>May update:</b> The project team continues to meet regularly in anticipation of bid packet completion. Geo-Technical testing services have been ordered. Phase II Environmental Review requirements are pending and is expected to be awarded once final proposals have been received.</p> <p><b>June update:</b> The project team met and reviewed the 50% plans in detail. Follow-up meetings continue; the next plan review of 90% drawings is scheduled for early July. Bidding is anticipated in August. Phase II &amp; Geo-Technical field work has been completed; reports are still pending.</p> <p><b>July update:</b> The project team continues to meet regularly in anticipation of putting together a public bid package, the project team is currently reviewing 90% plans. Geo-Technical testing services – a preliminary report of the findings has been issued. Phase II Environmental Review remains pending, field work has been started, but reports have not yet been issued.</p> <p><b>August update:</b> The project team has completed design work and put this project out to public bid. A pre-bid meeting has been scheduled; bids are being received in early September.</p> <p><i>September update: Bids were received on September 12, 2023, and are being evaluated by the Project Team.</i></p>



## **Board of Commissioners –Rutgers Training Program Status**

<b>Commissioner</b>	<b>Training Program Status</b>
<b>Robert Barr, Chairman</b>	Completed
<b>Robert Scott Halliday, Vice Chairman</b>	Completed
<b>Brian Broadley</b>	Completed
<b>Robert Henry</b>	Completed
<b>Beverly McCall</b>	Completed
<b>Patricia Miles-Jackson</b>	Completed
<b>Patrick Mumman</b>	Completed

Program Statistics Report      10/2022 - 10/2023		2023 AUG	2023 JUL	2023 JUN
<b><u>Tenant Accounts Receivable</u></b>				
Number of "non-payment of rent" cases referred to the solicitor		0	3	3
<b><u>Unit Inspections</u></b>				
Total number of units to be inspected in fiscal year		119	119	119
Number of inspections completed this month - all sites (include BB insp.)		20	119	0
Total number of units inspected year-to-date - all sites		619	599	480
<b><u>Occupancy</u></b>				
Monthly Unit Turnaround Time (Avg) (Down, Prep & Lease-up Time)		539	93	121
Annual Unit Turnaround Time (For Fiscal Year)		180	129	138
Monthly - Number of Vacancies Filled (this month)		1	1	1
Monthly - Average unit turnaround time in days for Lease up		125	37	22
Monthly - Average unit turnaround time in days to Prep Unit (Maint)		414	56	99
PIC Score		92.31%	94.59%	94.59%
<b><u>Vacancies - At end of Month</u></b>				
Bay View Manor		4	4	4
Speitel Commons		2	2	1
Peck's Beach Family		0	1	1
Total		6	7	6
Occupancy Rate		95.04%	94.21%	95.04%
<b><u>Vacancy Turnovers by VHA Maintenance Staff</u></b>				
Total Hours (Summarized Quarterly)				98.43
Average Hours per Vacancy per Month (Br. Sizes 0 thru 4)		3.00	0.00	28.26
Average Hours per Vacancy YTD (Br. Sizes 0 thru 4)		22.00	26.55	26.55
<b><u>Rent Roll</u></b>				
Bay View Manor - Elderly/Disabled		\$15,187	\$16,159	\$16,273
Speitel Commons - Elderly/Disabled		\$13,654	\$14,146	\$14,146
Peck's Beach - Family		\$34,009	\$34,259	\$33,296
Total Rent Roll		\$62,850	\$64,564	\$63,715
<b><u>Waiting List Applicants - All Waiting Lists are CLOSED as of 3/31/2023</u></b>				
Families - Ocean City Preference		13	13	13
Families - No Ocean City Preference		181	185	185
Elderly (Seniors - 62+)/Disabled - Ocean City Preference		8	8	8
Elderly (Seniors - 62+)/Disabled - No Ocean City Preference		183	183	184
<b><u>Maintenance Department</u></b>				
Average work order turnaround time in days - Tenant Generated		0.04	0.07	0.15
Total Tenant Generated Work Orders		17	15	24
Number of routine work orders written this month		79	105	79
Number of outstanding work orders from previous month		718	646	673
Total number of work orders to be addressed this month		815	766	777
Total number of work orders completed this month		82	48	131
Total number of work orders left outstanding		733	718	646
Number of emergency work orders written this month		1	0	1
Total number of work orders written year-to-date		1187	1090	970
AFTER HOUR CALLS: (plumbing, lockouts, toilets stopped-up, etc.)		0	0	0
<b><u>Real Estate Assessment Center (REAC) Scores</u></b>				
Year-End 2018 - Audited - Remains static due to RAD Application		68	68	68

**Ocean City Housing Authority**  
**Cash Report**  
**As of Aug 31, 2023**

**Net Cash Position:**

Cash Balance per Reconciled Bank Statements at 08/31/2023	\$1,061,003.41
<i>2021 Capital Fund available for PH (pbfamily)</i>	\$558.00
<i>2022 Capital Fund available for PH (pbfamily)</i>	\$149,280.00
<i>2023 Capital Fund available for PH (pbfamily)</i>	\$150,347.00
Add: A/R-Tenants 08/2023	
	Current \$13,626.33
	Past \$1,457.61

**Reimbursements Due From The City**

Reimbursement for Behavioral Health Svcs - CDBG Grant - Acenda	\$1,800.00
Reimbursement for Bayview Manor/Speitel Construction - City of OC	\$363,392.67
Reimbursement for Pecks Family Redevelopment - City of OC	\$41,803.51

Less: Bill List payments - Sept 2023 (\$552,327.32)

Accrued Expenses - Total from detail below (\$34,616.83)

<u>Accrued Expenses</u>	<u>Annual Budget</u>	<u>No of Months</u>	<u>Amount Accrued Less Paid</u>
Insurance-Prop/Flood	139,630.00	11	(5,954.83)
Bad Debt	13,230.00	11	12,127.50
Comp Absences	1,260.00	11	1,155.00
P.I.L.O.T.	29,770.00	11	27,289.17
Net Accrual	183,890.00		34,616.83

**Committed to Bayview Manor renovations** **(\$200,000)**

Net Cash Balance \$996,324.38

	<u>Average Expenses</u>	<u>Cash Available for # of</u>	
Per Month	\$ 86,896	12.21	Months
Per Day	\$ 2,897	344	Days

**Ocean City Housing Authority  
County of Cape May  
State of New Jersey**

**RESOLUTION NO. 2023-48  
A Resolution Approving Regular Monthly Expenses**

**WHEREAS**, the Housing Authority of the City of Ocean City incurred various financial obligations since the last meeting; and it is the desire of the Commissioners of said Authority to have their obligations kept current; and,

**WHEREAS**, prior to the Board meeting, a member of the Board of Commissioners read and reviewed the itemized list of incurred expenses attached hereto and does recommend payment of the expenses on the Bill List in the amount of \$552,372.32.


**NOW, THEREFORE, BE IT RESOLVED** that the Secretary-Treasurer be and is hereby authorized to pay the current bills that are presented to the Board of Commissioners for consideration on this date.

**ADOPTED:** September 19, 2023

**VOTE:**

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					✓
Commissioner McCall	✓				✓	
Commissioner Jackson	✓					
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					
Chairman Barr	✓					

OCEAN CITY, HOUSING AUTHORITY

BY:   
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on September 19, 2023 at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey.

By:   
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

**OCEAN CITY HOUSING AUTHORITY  
BILL LIST - SEPT 2023**

**BANK: COCC MGMT (new  
acct)**

Check #	Vendor	Invoice Notes	Total Amount
1445	ACENDA	June 2023 Resident Wellness Svcs	\$ 1,800.00
1517	ACU-PRINT	BVM directional signage	\$ 86.00
1518	ATLANTIC CITY ELECTRIC	Aug 2023 electric svc	\$ 7,128.04
1519	ATLANTIC COAST ALARM	Alarm svc; battery replacement	\$ 304.00
1520	LINDA AVENA	June 2023 accounting svcs	\$ 2,211.67
1521	BOWMAN & CO	FYE 9/2022 audit progress billing	\$ 5,500.00
1522	CALL EXPERTS	Sept 2023 answering svc	\$ 185.73
1523	CARAHSOFT TECHNOLOGY CORP	Svc fee increase Jan-Sept 2023	\$ 19.96
1524	CDW GOVERNMENT	Computer parts - BVM office setup	\$ 2,243.73
1525	CLEAN SWEEP SVCS	Aug BVM/Speitel building cleaning	\$ 3,110.00
1526	CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY	Bulk trash disposal	\$ 83.16
1527	COMCAST	Sept 2023 internet svc	\$ 377.38
1528	SOUTH JERSEY CULLIGAN WATER	Water cooler rental	\$ 10.00
1529	DAILY JOURNAL	Professional Svcs 2023-2024 RFP ads	\$ 592.02
1530	FLORENCE DRISCOLL	Sept 2023 Tenant services	\$ 200.00
1531	ELDER PEST CONTROL	Pest control svcs	\$ 2,888.00
1532	FEDERAL EXPRESS	Overnight delivery svc	\$ 19.41
1533	EISENSTAT GABAGE & FURMAN	Aug 2023 general legal	\$ 500.00
1534	ASHLEY HARRIS	Sept 2023 BVM/Speitel cleaning	\$ 200.00
1535	ROBERT HARRIS	Sept 2023 BVM/Speitel trash rm cleaning; recyclable removal	\$ 200.00
1536	THE HOME DEPOT PRO	Maint supplies/appliances	\$ 8,704.96
1537	HUBER LOCKSMITHS INC	Lock repair - Speitel electrical room door	\$ 150.00
1538	JC'S CUSTOM PAINTING	Painting -BVM/Speitel unit turns	\$ 2,725.00
1539	JOHN SPITZ	Sept 2023 medicare reimb & prescription reimb	\$ 247.73
1540	KAVANAGH & KAVANAGH	Hearing officer fee	\$ 950.00
1541	LENEGAN PLUMBING	Plumbing services	\$ 685.50
1542	LINWOOD GULF	Vehicle repairs	\$ 1,179.80
1543	NATIONAL TENANT NETWORK	Applicant criminal background checks	\$ 110.00
1544	NJ AMERICAN WATER	Aug 2023 water/sewer	\$ 8,792.93
1545	THE PRESS OF ATLANTIC CITY	Auditing svcs 2023-2024 RFP ads	\$ 363.20
1546	PRINCETON ENGINEERING GROUP LLC	HVAC Consultants for Speitel	\$ 1,100.00
1547	PHILIP L. RELLO ELECTRICAL CONTRACTOR INC	Electrical contract svcs	\$ 2,675.00
1548	ROBERT ROWELL	Sept 2023 maint contract grounds services	\$ 200.00
1549	SHERWIN WILLIAMS	Painting supplies	\$ 387.40
1550	SOUTH JERSEY GAS	Aug 2023 gas svc	\$ 1,121.22
1551	STANLEY ACCESS TECHNOLOGIES	BVM building repair	\$ 280.00
1552	TK ELEVATOR	BVM elevator contract 9/2023-11/2023	\$ 1,824.36
1553	VECTOR SECURITY	Alarm monitoring 9/1-11/30/23	\$ 384.12
1554	VERIZON CONNECT	Vehicle tracking - Aug 2023	\$ 36.40
1555	VERIZON	Jun-Aug 2023 phone svc	\$ 644.79
1556	VERIZON WIRELESS	Cell phone svc - Aug 2023	\$ 103.15
1557	VINELAND HOUSING AUTHORITY	Sept 2023 mgmt fec; Aug 2023 office/maint coverage & postage; July exp reimb invoice	\$ 42,372.97
	JC'S CUSTOM PAINTING	Painting - Speitel unit turn	\$ 1,060.00
ACH	ADP	8/25/23 payroll & taxes	\$ 2,098.74
ACH	ADP	8/25/23 payroll invoice	\$ 84.64
ACH	ADP	9/8/23 payroll & taxes	\$ 2,098.74
ACH	ADP	9/8/23 payroll invoice	\$ 84.64
ACH	NJ STATE HEALTH BENEFITS PROGRAM	Sept 2023 employee health benefits	\$ 3,419.34
ACH	NJ STATE HEALTH BENEFITS PROGRAM	Sept 2023 retiree health benefits	\$ 425.39
ACH	NJ DIV OF PENSIONS & BENEFITS	Aug 2023 pension deductions	\$ 322.56
ACH	OCEAN CITY HOUSING AUTHORITY	Deposit for Sept 2023	\$ 3,707.00
	PNC BANK FEE -AUG 2023		\$ 68.00
	<b>TOTAL SEPT DISBURSEMENTS COCC (coccestur)</b>		<b>\$ 116,066.68</b>
	<b>TOTAL SEPT DISBURSEMENTS BVM/SP OPER ACCT (sturhvm)</b>		<b>\$ 5,362.46</b>
	<b>TOTAL SEPT DISBURSEMENTS CONSTR ACCT (sturcons)</b>		<b>\$ 363,392.67</b>
	<b>TOTAL SEPT DISBURSEMENTS PBFAM GEN (pbfamily redevelopment)</b>		<b>\$ 67,505.51</b>
	<b>TOTAL BILL LIST - SEPT 2023</b>		<b>\$ 552,327.32</b>

**BANK: BAYVIEW/SPEITEL OPERATING (rad\_bayview & rad\_speitel)**

**OCEAN CITY HOUSING AUTHORITY  
BILL LIST - SEPT 2023**

Check/Wire #	Vendor	Invoice Notes	Total Amount
121	NFIP DIRECT SERVICING AGENT	Flood Ins - Bldg #10 635 West Ave	4,688.00
122	S ORBAN	Security deposit return	456.81
123	H AUBLE	Security deposit return	217.65
	<b>TOTAL SEPT DISBURSEMENTS (sturbvm)</b>		<b>\$ 5,362.46</b>

**BANK: BAYVIEW/SPEITEL CONSTRUCTION (rad\_bayview & rad\_speitel)**

Check/Wire #	Vendor	Invoice Notes	Total Amount
	ATLANTIC CITY ELECTRIC	Speitel electric	87.90
	THE DAILY JOURNAL OF NJ	IFB& revised IFB - PBSr demolition	164.46
	LEVY CONSTRUCTION	Bayview Manor 1st & 5th Floor Renovations; pymt app #8; Draw #36	98,737.45
	THE BROOKE GROUP	Reimb for construction related testing fees; Draw #36	1,070.00
160	RONALD HENNESSEE	Tenant relocation reimb; Draw #36	100.00
161	PAUL BUNNELL	Tenant relocation reimb; Draw #36	100.00
	LEVY CONSTRUCTION	Bayview Manor 1st & 5th Floor Renovations; pymt app #9; Draw #37	250,700.15
	DONOVAN ARCHITECTS	A/E Svcs BVM 1st & 5th Floor Renovations; Draw #37	11,950.45
	THE BROOKE GROUP	Reimb for Comcast service fees for Bayview relocation	482.26
	<b>TOTAL SEPT DISBURSEMENTS (sturcons)</b>		<b>\$ 363,392.67</b>

**BANK: PBFAMILY GENERAL FUND (pbfamily)**

Check/Wire #	Vendor	Invoice Notes	Total Amount
2284	NFIP DIRECT SERVICING AGENT	Flood Ins - Bldg #4 424-438 Pecks	4,687.00
2285	NFIP DIRECT SERVICING AGENT	Flood Ins - Bldg #2 421-439 Pecks	5,241.00
2286	NFIP DIRECT SERVICING AGENT	Flood Ins - Bldg #3 401-409 Pecks	5,249.00
2287	NFIP DIRECT SERVICING AGENT	Flood Ins - Bldg #9 Admin Ofc	5,284.00
2288	NFIP DIRECT SERVICING AGENT	Flood Ins - Bldg #4 400-422 Pecks	5,241.00
	SCIULLO ENGINEERING	Engineering services - Peck's Family Development; Pre Dev Draw #8	4,600.00
	MCMANIMON, SCOTLAND & BAUMANN LLC	Legal Fees - Peck's Family Development; Pre Dev Draw #8	329.00
	THE BROOKE GROUP	Consulting svcs - Peck's Family Development; Pre Dev Draw #8	20,987.50
2289	THE DAILY JOURNAL OF NJ	Ad for PB demo/construction bid; Pre Dev Draw #9	83.01
	SCIULLO ENGINEERING	Engineering services - Peck's Family Development; Pre Dev Draw #9	15,750.00
	MCMANIMON, SCOTLAND & BAUMANN LLC	Legal Fees - Peck's Family Development; Pre Dev Draw #9	54.00
	<b>TOTAL SEPT DISBURSEMENTS (sturgen)</b>		<b>\$ 67,505.51</b>



**Ocean City Housing Authority  
County of Cape May  
State of New Jersey**

**RESOLUTION NO. 2023-49  
Resolution Authorizing Payment of Draw 37**

**WHEREAS**, the Ocean City Housing Authority solicited an Invitation for Bids for construction of four-story residential apartment building consisting of three stories of wood frame residential over one-story of reinforced concrete frame parking/utility to be known as Speitel Commons at Bayview Manor; and

**WHEREAS**, the Ocean City Housing Authority is committed to renovations at Bayview Manor, which is located next to Speitel Commons;

**WHEREAS**, the funding for the construction of Speitel Commons at Bayview Manor is partly through the New Jersey Housing and Mortgage Finance Agency and partly through the City of Ocean City;

**WHEREAS**, the funding for the renovations at Bayview Manor is through the City of Ocean City; and

**WHEREAS**, the funding through the City of Ocean City is via a partnership established through a Shared Services Agreement with the Ocean City Housing Authority; and

**WHEREAS**, the payments to the vendors for the construction of Speitel Commons at Bayview Manor and the renovations at Bayview Manor will be paid by the Ocean City Housing Authority through “Project Draws” funded by the City of Ocean City; and

**WHEREAS**, the attached Project Draws will be processed and the vendors paid upon receipt of the funds from the City of Ocean City; and

**WHEREAS**, **Project Draw #37 in the amount of \$263,132.86** are attached for approval of this payment process;


**THEREFORE**, the Ocean City Housing Authority Board of Commissioners authorizes the payment of the above mentioned and attached draws upon receipt of the funds through the Shared Services Agreement with the City of Ocean City.

**ADOPTED:** September 19, 2023

***VOTE:***

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					
Commissioner McCall	✓				✓	
Commissioner Jackson	✓					
Commissioner Henry	✓					
Commissioner Mumman	✓					✓
Commissioner Broadley	✓					
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY:   
Robert Barr, Chairperson

***ATTESTATION:***

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on September 19, 2023 at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey.

By:   
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

# HOUSING AUTHORITY OF THE CITY OF OCEAN CITY

Jacqueline Jones  
Executive Director  
Ocean City Housing Authority

September 12, 2023

Re: Payment to contractors for Redevelopment of Speitel Commons and Bayview Manor – Overall Project Draw #37

Dear Ms. Jones:

The above captioned draw request is being submitted to the City of Ocean City. The total amount of the request is \$263,132.86. Once the City has approved the request it will send the funds to the Housing Authority. Once those funds have been obtained, the Housing Authority will pay the project contractors as follows:

Contractor	Address	Draw Amount
Levy Construction Co. Inc	800 Newton Ave., Oaklyn, NJ 080107	\$250,700.15
Donovan Architects	9 Tanner St, Ste# 201, Haddonfield, NJ 08033	\$11,950.45
The Brooke Group LLC (relocation-related fees)	209 E Egnor, Galloway, NJ 08205	\$482.26*
	<b>TOTAL</b>	<b>\$263,132.86</b>

**\*Note payment to The Brooke Group is a reimbursement of \$482.26 in Comcast service fees for Bayview relocation**

Attached are the following items to back up this disbursement:

- Bank Wire Instructions for Each Contractor
- W9s for Contractors Listed Above
- Copy of Draw #37 Submission to Ocean City

If you have any questions please feel free to contact Holly Ginnetti of The Brooke Group, LLC at (609) 652-7788 or by email at [hollyf@brookegroupllc.com](mailto:hollyf@brookegroupllc.com).



**Ocean City Housing Authority  
County of Cape May  
State of New Jersey**

**RESOLUTION NO. 2023-50  
Resolution Authorizing Payment of Draw #9  
Pecks Beach Family Redevelopment**

**WHEREAS**, the Ocean City Housing Authority through a Shared Services Agreement with the City of Ocean City have committed to the redevelopment of an Authority property known as Peck’s Beach Family; and

**WHEREAS**, the Ocean City Housing Authority is committed to redeveloping the Peck’s Beach Family property; and

**WHEREAS**, the funding for the redevelopment Peck’s Family Redevelopment is through a combination of funding through the Ocean City Housing Authority, the City of Ocean City and a tax credit investor;

**WHEREAS**, the payment to the vendors for this pre-development expense of Peck’s Beach Family will be paid by the Ocean City Housing Authority through “Project Draws” funded by the City of Ocean City; and

**WHEREAS**, the attached Project Draws will be processed and the vendors paid upon receipt of the funds from the City of Ocean City; and

**WHEREAS**, Project Draw #9 in the amount of \$15,887.01 is attached for approval of this payment process;

**THEREFORE**, the Ocean City Housing Authority Board of Commissioners authorizes the payment of the above mentioned and attached draws upon receipt of the funds through the Shared Services Agreement with the City of Ocean City.

**ADOPTED:** September 19, 2023

**VOTE:**

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					✓
Commissioner McCall	✓				✓	
Commissioner Jackson	✓					
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY:



Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on September 19, 2023 at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey.

By:



Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

# HOUSING AUTHORITY OF THE CITY OF OCEAN CITY

Jacqueline Jones  
Executive Director  
Ocean City Housing Authority

September 12, 2023

Re: Payment to Service Providers for Pecks Beach Family Pre-Development Draw 9 from City

Dear Ms. Jones:

The above captioned draw to be paid from Housing Authority funds. The total amount of the draw is \$15,887.01. The Housing Authority will pay the project service providers as follows:

Payee	Address	Draw Amount
Sciullo Engineering	137 S. New York Ave. Ste #2 Atlantic City, NJ 08401	\$15,750.00
McManimon, Scotland & Baumann LLC	75 Livingston Ave, 2 <sup>nd</sup> Floor Roseland, NJ 07068	\$54.00
Ocean City Housing Authority (Bid Ads reimbursement)	204 4 <sup>th</sup> St Ocean City, NJ 08226	\$83.01
	<b>TOTAL</b>	<b>\$15,887.01</b>

Attached are the following items to back up this disbursement:

- Bank Wire Instructions for Payees
- Copy of Pre-Development Draw #9

If you have any questions please feel free to contact Holly Ginnetti of The Brooke Group, LLC at (609) 652-7788 or by email at [hollyf@brookegroupllc.com](mailto:hollyf@brookegroupllc.com).

Ocean City Housing Authority  
County of Cape May  
State of New Jersey

RESOLUTION NO. 2023-51  
Awarding Accounting Services Contract

WHEREAS, the Ocean City Housing Authority is required to have a professional certified public accountant to act as its Management Fee Accountant; and

WHEREAS, the Ocean City Housing Authority has solicited Requests for Proposals for Management Fee Accountant services; and

WHEREAS, one proposal was submitted and reviewed; and

WHEREAS, the Ocean City Housing Authority recommends to its Board of Commissioners to award a one-year contract to Linda M. Avena, CPA, to provide the Ocean City Housing Authority with its Management Fee Accountant services for its fiscal year commencing October 1, 2023 through September 30, 2024 for a cost of \$30,000.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes its executive director or his designee to prepare and execute the Management Fee Accountant contract to Linda M. Avena, CPA, for the term indicated above.

ADOPTED: September 19, 2023

VOTE:

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					✓
Commissioner McCall	✓				✓	
Commissioner Jackson	✓					
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY:



Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on September 19, 2023 at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey.

By:

  
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

**CERTIFICATION**

Funding is available for:

**FEE ACCOUNTANT SERVICES CONTRACT**

from the Operating Budget. The line item to be charged for the above expenditure is Account # 4170-00.



Wendy Hughes

Certifying Financial Officer



Date

# Comparison of Accounting Firms Submitting RFP 2023-2024

Evaluation Factors	Vendor Name									
	Possible Points	AVENA ACCOUNTANTS								
1. Overall accounting approach and methodology	20									
2. Demonstrated experience and competence in the accounting of government agencies	20									
3. Proposer's accounting experience with Housing Authorities; Budgeting; Tenant Accounting; Project Based Accounting; Federal & State Housing Regulations and Statutes	30									
4. Specialized experience of key personnel in Housing Authority programs	20									
5. Firm's Equal Opportunity Policy. Each proposer must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin	10									
<b>Cost Breakdown</b>										
CPA Rate per hour		\$ 86.21								
Attendance at Board Meeting		\$ 86.21								
CPA Rate per hour for Ocean City Community Development Corporation (OCCDC)		\$ 86.21								

No other RFP's received.

**THE HOUSING AUTHORITY OF OCEAN CITY**  
**UNIT PRICING - VENDOR MUST FILL IN ALL FIELDS - DO NOT ALTER FORM**  
 ACCOUNTING SERVICES  
 UNIT PRICING TABLE PAGE 1 OF 1

CODE	DESCRIPTION	BILLING RATE PER HOUR	ESTIMATED HOURS	TOTAL PRICE
OCHA-ACCT-HOURS	Ocean City Housing Authority - Provide price per hour for Accountant (CPA)	86.21	240	20690.00
ACCT-BOARD	Provide price to complete monthly report and present report at monthly Board of Commissioners Meeting.	86.21	12	1034.00
OCCDC-ACCT-HOURS	Ocean city Community Development Corporation - Provide price per hour for Accountant (CPA)	86.21	96	8276.00

ESTIMATED QUANTITIES LISTED ARE FOR CALCULATION PURPOSES ONLY.

THE HOUSING AUTHORITY RESERVES THE RIGHT TO ADJUST THESE QUANTITIES AS NEEDED.

Total Price of all rows \$ 30000.00

Thirty thousand dollars and zero cents

TOTAL PRICE IN WRITTEN WORD FORM

The bid price is to contain all direct and indirect costs, including out-of-pocket expenses.

Linda M Avena CPA PA BY: Linda M Cavallo  
 Firm Name

2581 E Chestnut Avenue, Ste B, Vineland, NJ 08361  
 Street, Town, State, Zip Code

1-856-696-8000 1-856-794-1295  
 Telephone Fax

Sworn to and subscribed before me August

Signature of proposer if the proposer is an individual day of 14 2023

Signature of partner if proposer is a partnership Notary Public

Signature of officer if the proposer is a corporation President  
 Title

**PATRICIA J PEARSON**  
**NOTARY PUBLIC**  
**STATE OF NEW JERSEY**  
**ID # 2207910**  
**MY COMMISSION EXPIRES DEC. 03, 2027**

**Ocean City Housing Authority  
County of Cape May  
State of New Jersey**

**RESOLUTION NO. 2023-52  
Resolution Awarding Professional Auditing Services Contract**

**WHEREAS**, the Ocean City Housing Authority is required to have professional auditing services performed annually; and

**WHEREAS**, the Ocean City Housing Authority has solicited Requests for Proposals for auditing services; and

**WHEREAS**, one proposal for Auditing Services was submitted and reviewed; and

**WHEREAS**, the Ocean City Housing Authority recommends to its Board of Commissioners to award a contract to **Bowman & Company LLP** to complete an Audit of the fiscal year ending September 30, 2023 at a cost not to exceed **\$13,500**; and

**WHEREAS**, the Ocean City Housing Authority recommends to its Board of Commissioners to award a contract to **Bowman & Company LLP** to complete an Audit of the Ocean City Community Development Corporation (OCCDC) fiscal year ending September 30, 2023 at a cost not to exceed **\$3,500**; and

**WHEREAS**, said audit reports shall be completed no later than June 30, 2024.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners hereby authorizes its executive director or his designee to award the Auditing Services Contract to **Bowman & Company LLP** not to exceed \$25,000.

**ADOPTED:** September 19, 2023

**VOTE:**

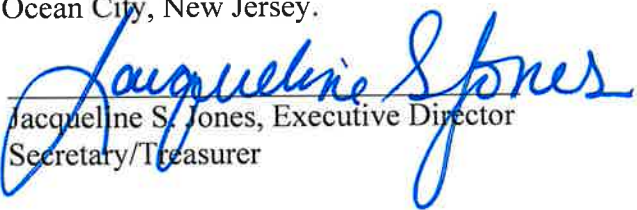
Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					✓
Commissioner McCall	✓				✓	
Commissioner Jackson	✓					
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY:   
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on September 19, 2023 at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey.

By:   
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer



**CERTIFICATION**

Funding is available for:

**AUDITING SERVICES CONTRACT**

from the Operating Budget. The line item to be charged for the above expenditure is Account # 4171-00.

  
Wendy Hughes

Certifying Financial Officer

  
Date



Comparison of Auditing Firms Submitting RFP 2023-2024

Evaluation Factors	Vendor Name						
	Possible Points	BOWMAN & COMPANY LLP					
1. Overall audit approach and methodology	10						
2. Demonstrated experience and competence in the audit of government agencies manner.	15						
3. Proposer's professional experience with the "Single Audit Act" or in audits of the United States Department of Housing and Urban Development (HUD) or similar governmental audits	20						
4. Capability and capacity to accomplish work within the required time period	10						
5. Geographic location of the firm relative to the proximity to the Housing Authority	5						
6. Specialized experience of key personnel in Housing Authority programs	20						
7. Firm's Equal Opportunity Policy. Each proposer must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin	10						
8. Fee structure as shown on the unit pricing document in the RFP.	10						
<b>Cost Breakdown</b>							
Cost of Complete 2023 Audit for OCHA	\$	13,500.00					
Cost of Complete 2023 Audit for OCCDC	\$	3,500.00					
Hourly Rate for Partner	\$	300.00					
Hourly Rate for Senior Accountant CPA	\$	270.00					
Hourly Rate for Junior Accountant	\$	120.00					
Hourly Rate for Senior Manager	\$	75.00					
Qualified Report (if necessary)	\$	3,500.00					
Single Audit Report (if necessary)	\$	4,500.00					

No other RFP's received.

**OCEAN CITY HOUSING AUTHORITY**  
UNIT PRICING - VENDOR MUST FILL IN ALL FIELDS - DO NOT ALTER FORM  
AUDITING SERVICES  
UNIT PRICING TABLE PAGE 1 OF 1

UNIT PRICING TABLE PAGE 1 OF 1					
CODE	DESCRIPTION		BILLING RATE PER HOUR	ESTIMATED HOURS	TOTAL PRICE
AUDIT-HOURS-2023	Provide price for complete Audit FYE September 30, 2023 as defined in the scope above for the Ocean City Housing Authority. Include the estimated number of hours needed to complete the Audit.		\$		\$13,500
OCCDC-HOURS-2023	Provide price for complete Audit FYE September 30, 2023 as defined in the scope above for the Ocean City Community Development Corporation (OCCDC). Include the estimated number of hours needed to complete		\$		\$3,500
HOURS	If Necessary: Qualified Report - \$3,500 If Necessary: Single Audit - \$4,500	Partner	\$ 300		
		Senior Accountant - CPA	\$ 270		
		Jr. Accountant	\$ 120		
		Other	\$75		
		Provide an hourly rates for services outside of the scope of work:			

ESTIMATED QUANTITIES LISTED ARE FOR CALCULATION PURPOSES ONLY.  
THE HOUSING AUTHORITY RESERVES THE RIGHT TO ADJUST THESE QUANTITIES AS NEEDED.

Total Price of all rows \$ 25,000

Twenty Five Thousand Dollars  
TOTAL PRICE IN WRITTEN WORD FORM

The bid price is to contain all direct and indirect costs, including out-of-pocket expenses.

Bowman & Company LLP BY: Carol A. McAllister, CPA, RMA  
Firm Name

6 North Broad Street, Suite 201, Woodbury, NJ, 08096  
Street, Town, State, Zip Code

856.435.6200 856.435.0440  
Telephone Fax

Sworn to and subscribed before me 15th  
day of August 2023

Signature of proposer if the proposer is an individual  
Carol A. McAllister

Signature of partner if proposer is a partnership

Signature of officer if the proposer is a corporation

Partner Title

Marybeth Chaslong  
Notary Public  
(SEAL)

**MARYBETH CHASLONG**  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES SEPT. 22, 2024

Ocean City Housing Authority  
County of Cape May  
State of New Jersey

RESOLUTION NO. 2023-53  
Resolution Awarding Legal Services Contract – General Counsel

WHEREAS, the Ocean City Housing Authority is required to have licensed legal representation to act as its solicitor; and

WHEREAS, the Ocean City Housing Authority has solicited Requests for Proposals for Legal Services; and

WHEREAS, one proposal for Legal Services was submitted and reviewed; and

WHEREAS, the Ocean City Housing Authority recommends to its Board of Commissioners a one-year contract to Brown and Connery to provide the Ocean City Housing Authority with its legal services for its fiscal year commencing October 1, 2023 through September 30, 2024 for a yearly retainer of \$10,400 and additional services per the rates attached hereunto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes its executive director or his designee to prepare and execute the Legal Services Contract to Brown & Connery for the term indicated above.


ADOPTED: September 19, 2023

VOTE:

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					✓
Commissioner McCall	✓				✓	
Commissioner Jackson	✓					
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY:

  
Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on September 19, 2023 at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey.

By:

  
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

## **CERTIFICATION**

Funding is available for:

### **LEGAL SERVICES CONTRACT**

from the Operating Budget. The line item to be charged for the above expenditure is Account # 4130-00.



Wendy Hughes

Certifying Financial Officer



Date

Comparison of Legal Firms Submitting RFP 2023-2024  
GENERAL COUNSEL

Evaluation Factors	Vendor Name						
	Possible Points	BROWN AND CONNERY					
1. General Legal Experience	20						
2. Legal experience with Landlord/Tenant; Fair Housing; Contract; Litigation; Collection; Labor/Management Negotiations; Grievance Proceedings; Housing Issues; Administrative Law; Real Estate Acquisition;	20						
3. Experience representing a NJ Public Housing Authority; Knowledge & Experience with Federal & State Regulations and Statutes	20						
4. Specialized experience of key personnel in Housing Authority programs	20						
5. Firm's Equal Opportunity Policy. Each proposer must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin	10						
6. Fee structure as shown in the RFP unit pricing document.	10						
Total		0	0				

No other RFP's received.

Cost Breakdown							
Legal Counsel cost per hour		\$	200.00				
Paralegal cost per hour		\$	100.00				
Monthly Retainer Fee		\$	200.00				
Cost to file for non-payment of rent		\$	200.00				
Cost to appear for non-payment of rent case		\$	200.00				

**THE OCEAN CITY HOUSING AUTHORITY**  
**UNIT PRICING - VENDOR MUST FILL IN ALL FIELDS - DO NOT ALTER FORM**  
**LEGAL SERVICES**  
**UNIT PRICING TABLE PAGE 1 OF 1**

CODE	DESCRIPTION	BILLING RATE PER HOUR	ESTIMATED HOURS	TOTAL PRICE
LEGAL-CNSL	Provide price per hour for General Counsel as defined in the scope above.	\$200.00	20	\$4,000.00
LEGAL-PARA	Provide price per hour for a Paralegal as defined in the scope above.	\$100.00	10	\$1,000.00
LEGAL-RETAIN	Provide a price for monthly retainer fee as defined in the scope above.	\$200.00	12	\$2,400.00
LEGAL-FILING	Provide a price to file legal action for non-payment of rent. (residents - Public Housing, Section 8, Affordable Housing, Low Income Tax Credit)	\$200.00	10	\$2,000.00
LEGAL-APPEAR	Provide a price to appear in court to represent OCHA in non-payment of rent case. (residents - Public Housing, Section 8, Affordable Housing, Low Income Tax Credit)	\$200.00	5	\$1,000.00

ESTIMATED QUANTITIES LISTED ARE FOR CALCULATION PURPOSES ONLY.  
 THE HOUSING AUTHORITY RESERVES THE RIGHT TO ADJUST THESE QUANTITIES AS NEEDED.

↓  
 Total Price of all rows **\$ 10,400.00**

Ten thousand, Four Hundred Dollars and Zero Cents  
**TOTAL PRICE IN WRITTEN WORD FORM**

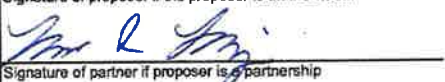
The bid price is to contain all direct and indirect costs, including out-of-pocket expenses.

Brown & Connery, LLP BY: Louis R. Lessig  
Firm Name

360 North Haddon Avenue, Westmont, NJ 08108  
Street, Town, State, Zip Code

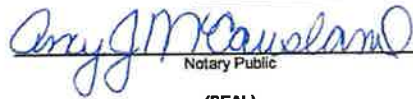
(856) 854-8900 (856) 858-4967  
Telephone Fax

Sworn to and subscribed before me on this 30th day of August, 2023

Signature of proposer if the proposer is an individual  


Signature of partner if proposer is a partnership  
 Partner  
Title

Signature of officer if the proposer is a corporation

  
 Notary Public  
 (SEAL)  
**AMY J. MCCAUSLAND**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES MAY 15, 2026**

Ocean City Housing Authority  
County of Cape May  
State of New Jersey

RESOLUTION NO. 2023-54  
Resolution Awarding Special Legal Services Contract – Landlord/Tenant

**WHEREAS**, the Ocean City Housing Authority desires to legal representation to act as its Landlord/Tenant counsel; and

**WHEREAS**, the Ocean City Housing Authority has solicited Requests for Proposals for Legal Services – Landlord/Tenant; and

**WHEREAS**, one proposal for Legal Services – Landlord/Tenant was submitted and reviewed; and

**WHEREAS**, the Ocean City Housing Authority recommends to its Board of Commissioners a one-year contract to **Gruccio, Pepper, DeSanto & Ruth, PA** to provide the Ocean City Housing Authority with its Landlord/Tenant legal services for its fiscal year commencing October 1, 2023 through September 30, 2024 per the rates attached hereunto.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners hereby authorizes its executive director or his designee to prepare and execute the Legal Services Contract – Landlord/Tenant to **Gruccio, Pepper, DeSanto & Ruth, PA** for the term indicated above.


**ADOPTED:** September 19, 2023

**VOTE:**

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					✓
Commissioner McCall	✓				✓	
Commissioner Jackson	✓					
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

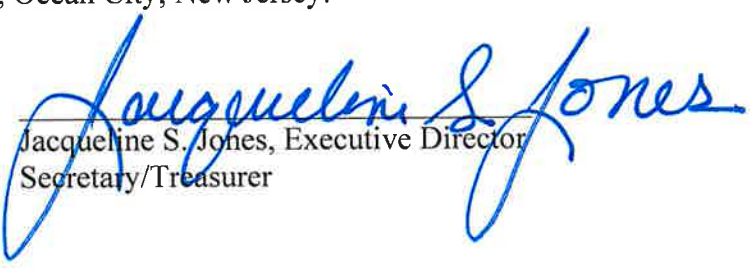
BY:

  
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on September 19, 2023 at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey.

By:

  
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

**CERTIFICATION**

Funding is available for:

**LEGAL SERVICES CONTRACT**

from the Operating Budget. The line item to be charged for the above expenditure is Account # 4130-04.



Wendy Hughes

Certifying Financial Officer



Date



Comparison of Special Legal Firms Submitting RFP 2023-2024  
Landlord Tenant Counsel

Evaluation Factors	Vendor Name							
	Possible Points	Grucio, Pepper, DeSanto & Ruth, PA						
1. General Legal Experience	20							
2. Legal experience with Landlord/Tenant; Fair Housing; Contract; Litigation; Collection; Labor/Management Negotiations; Grievance Proceedings; Housing Issues; Administrative Law; Real Estate Acquisition;	20							
3. Experience representing a NJ Public Housing Authority; Knowledge & Experience with Federal & State Regulations and Statutes	20							
4. Specialized experience of key personnel in Housing Authority programs	20							
5. Firm's Equal Opportunity Policy. Each proposer must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin	10							
6. Fee structure as shown in the RFP unit pricing document.	10							
Total Average Score	100							

No other RFP's received.

Cost Breakdown								
Legal Counsel cost per hour		\$	175.00					
Paralegal cost per hour		\$	90.00					
Legal Filing - Tenant non-payment		\$	300.00					
Legal Appearance - Tenant non-payment		\$	500.00					

# THE HOUSING AUTHORITY OF OCEAN CITY

UNIT PRICING - VENDOR MUST FILL IN ALL FIELDS - DO NOT ALTER FORM

SPECIAL LEGAL SERVICES - LANDLORD TENANT

UNIT PRICING TABLE PAGE 1 OF 1

CODE	DESCRIPTION	BILLING RATE PER HOUR	ESTIMATED HOURS	TOTAL PRICE
LEGAL-CNSL	Provide price per hour for General Counsel as defined in the scope above.	\$175.	25	\$4,375.
LEGAL-PARA	Provide price per hour for a Paralegal as defined in the scope above.	\$90.	15	\$1,350.
LEGAL-FILING	Provide a price to file legal action for non-payment of rent as defined in the scope above. (residents - Public Housing, Section 8, Affordable Housing, Low Income Tax Credit)		FLAT FEE PER FILING	\$300.
LEGAL-APPEAR	Provide a price to appear in court to represent VHA in non-payment of rent case as defined in the scope above. (residents - Public Housing, Section 8, Affordable Housing, Low Income Tax Credit)		FLAT FEE PER FILING	\$500.

ESTIMATED QUANTITIES LISTED ARE FOR CALCULATION PURPOSES ONLY.

THE HOUSING AUTHORITY RESERVES THE RIGHT TO ADJUST THESE QUANTITIES AS NEEDED.

Total Price of all rows \$6,525.00

Six thousand Five Hundred and Twenty Five Dollars

TOTAL PRICE IN WRITTEN WORD FORM

The bid price is to contain all direct and indirect costs, including out-of-pocket expenses.

Gruccio, Pepper, De Santo & Ruth BY: Robert A. De Santo

Firm Name

817 E. Landis Avenue, Vineland, NJ 08360

Street, Town, State, Zip Code

856-691-0100 856-692-4095

Telephone Fax

Sworn to and subscribed before me on this 16th day of August 2023

Signature of proposer if the proposer is an individual

Signature of partner if proposer is a partnership

Signature of officer if the proposer is a corporation

Vice-President

Title

Notary Public

(SEAL)

ARIANA L. BERRIOS  
NOTARY PUBLIC, STATE OF NEW JERSEY  
COMMISSION # 2360245  
MY COMMISSION EXPIRES 05/23/2027

Ocean City Housing Authority  
County of Cape May  
State of New Jersey

RESOLUTION NO. 2023-55  
Resolution Awarding Consulting Services Contract

WHEREAS, the Ocean City Housing Authority has solicited Requests for Proposals for Consulting Services; and

WHEREAS, one proposal for Consulting Services was submitted and reviewed; and

WHEREAS, the Ocean City Housing Authority recommends to its Board of Commissioners to award a one-year contract to The Brooke Group LLC to provide the Ocean City Housing Authority with its consulting services for one year commencing October 1, 2023 through September 30, 2024 per the rates attached hereunto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes its executive director or his designee to prepare and execute the Consulting Services contract to The Brooke Group LLC for the term indicated above.

ADOPTED: September 19, 2023

VOTE:

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					✓
Commissioner McCall	✓				✓	
Commissioner Jackson	✓					
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY:   
Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on September 19, 2023 at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey.

By:   
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

**CERTIFICATION**

Funding is available for:

**CONSULTING SERVICES CONTRACT**

from the Operating Budget. The line item to be charged for the above expenditure is Account # 4182-00.



Wendy Hughes

Certifying Financial Officer



Date



**THE OCEAN CITY HOUSING AUTHORITY**  
**UNIT PRICING - VENDOR MUST FILL IN ALL FIELDS - DO NOT ALTER FORM**  
CONSULTING SERVICES  
UNIT PRICING TABLE PAGE 1 OF 1

CODE	DESCRIPTION	BILLING RATE PER HOUR	ESTIMATED HOURS	TOTAL PRICE
CNSLT-HOURS	Provide price per hour for Principle/Senior Associates	145	50	7,250
CNSLT-CLERICAL	Provide price per hour for Clerical Work	75	20	1,500
CNSLT-LEGAL	Provide price per hour for Legal Consultation - legal counsel should be familiar with Housing matters (Public Housing, Affordable, Redevelopment, Tax Credits, RAD, etc.) (vendor may elect to use their in-house counsel or contracted Counsel)	145	15	2,175
CNSLT-FINANCE	Provide price per hour for financial caseworker	110	25	2,750
CNSLT-CSWRK	Provide price per hour for resident caseworker	145	50	7,250
CNSLT-PRJTMGR	Provide price per hour for a project manager	145	50	7,250

ESTIMATED QUANTITIES LISTED ARE FOR CALCULATION PURPOSES ONLY.  
THE HOUSING AUTHORITY RESERVES THE RIGHT TO ADJUST THESE QUANTITIES AS NEEDED.

Total Price of all rows \$ 28,175

twenty eight thousand one hundred seventy five  
TOTAL PRICE IN WRITTEN WORD FORM

The bid price is to contain all direct and indirect costs, including out-of-pocket expenses.

Firm Name The Brooke Group LLC BY: Holly Ginneth  
209 East Equus Dr. Galloway, NJ 08205  
Street, Town, State, Zip Code  
Telephone (609) 652-7788 Fax (609) 652-2065  
Sworn to and subscribed before me Holly Ginneth  
10th day of August, 2023  
Signature of proposer if the proposer is an individual  
Signature of partner if proposer is a partnership  
Signature of officer if the proposer is a corporation  
Business Manager  
Title  
Notary Public  
(SEAL)

KEVIN D SMITH  
Notary Public, State of New Jersey  
My Commission Expires Nov 1, 2026

**Ocean City Housing Authority  
County of Cape May  
State of New Jersey**

**RESOLUTION NO. 2023-56  
Resolution Authorizing a Shared Services Agreement  
with the Vineland Housing Authority**

**WHEREAS**, the Ocean City Housing Authority requires Management Services for the housing authority; and,

**WHEREAS**, the Board of Commissioners of the Ocean City Housing Authority recognizes the unique skills and abilities of the Vineland Housing Authority to provide said management services; and

**WHEREAS**, these services and agreement for same complies with the Inter-Local Services Act – 40:8A-1 through 40:9A-4; and

**WHEREAS**, these management services will be provided for an annual fee of \$80,000, payable monthly, and additional services will be provided on an as needed basis in accordance with Attachment A of the agreement; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Ocean City by virtue of its authority hereby authorizes a Shared Services Agreement for Management Services with the Vineland Housing Authority commencing October 1, 2023 and effective through September 30, 2025, with an annual fee of \$80,000, payable monthly.

**ADOPTED:** September 19, 2023

**VOTE:**

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					✓
Commissioner McCall	✓					
Commissioner Jackson	✓				✓	
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY:   
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on September 19, 2023 at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey.

By:   
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer



***AGREEMENT FOR MANAGEMENT SERVICES  
BY AND BETWEEN  
THE HOUSING AUTHORITY OF CITY OF VINELAND  
AND  
THE HOUSING AUTHORITY OF THE CITY OF OCEAN CITY***

**THIS AGREEMENT is made on this 1st day of October 2023 by and between the Housing Authority of the City of Vineland (hereinafter "VHA") and The Housing Authority of the City of Ocean City (hereinafter "OCHA").**

**PREAMBLE:**

**WHEREAS**, OCHA is a public body corporate established by the Department of Housing and Urban Development as an independent federal housing agency administering a Public Housing Program; and

**WHEREAS**, VHA is a public body corporate established by the Department of Housing and Urban Development as an independent federal housing agency administering Public Housing, Rental Assistance Demonstration and Section 8 Programs; and

**WHEREAS**, OCHA wishes to retain management services from the VHA; and

**WHEREAS**, OCHA and VHA wish to mutually share maintenance services; and

**WHEREAS**, VHA wishes to enter into a management and maintenance services contract with OCHA;

**WHEREAS**, funds are available for this purpose; and

**WHEREAS**, it is in the best interests of both authorities to share services; and

**WHEREAS**, said sharing of services need not be advertised or bid as same is not subject to either federal or state procurement standards as same is an intergovernmental contract.

**NOW, THEREFORE, the parties agree as follows:**

**1. AGREEMENT TO PROVIDE MANAGEMENT SERVICES:** VHA hereby agrees that it shall provide management services and additional services on an as-needed and as-requested basis, except in the case of financial or safety urgency for OCHA in accordance with the terms and conditions of this Agreement. OCHA agrees to reimburse VHA for said services in accordance with the terms and conditions of this Agreement.

**2. AGREEMENT TO PROVIDE MAINTENANCE SERVICES:** VHA and OCHA hereby agrees that it shall provide management and maintenance services and additional services on an as-needed and as-requested basis, except in the case of financial or safety urgency for VHA and/or OCHA in accordance with the terms and conditions of this Agreement. VHA and OCHA mutually agrees to reimburse VHA and/or OCHA for said services in accordance with the terms and conditions of this Agreement.

**3. COMPENSATION:** VHA and/or OCHA Shall be reimbursed for the services provided hereunder as follows:



a) Payment shall be made for services rendered. VHA and/or OCHA shall submit bills monthly to VHA and/or OCHA. Management services and other flat-fee services, as stipulated in Attachment A, shall be billed on a monthly basis. Fees for other services as stipulated in Attachment A will be billed on a monthly basis with the following information: the name and title of each VHA and/or OCHA employee who performed services for VHA and /or OCHA during the preceding month, the dates and hours (where applicable) during which said services were performed and the hourly rate pursuant to Attachment A. All bills shall be certified as true and correct by VHA and/or OCHA.

b) Provide as-needed Maintenance services to VHA and/or OCHA properties. These services may include vacancy turnover services and/or landscaping/work order completion services and shall be billed on a monthly basis with the following information: the name and title of each VHA and/or OCHA employee who performed services for VHA and/or OCHA during the preceding month, the dates and hours (where applicable) during which said services were performed and the hourly rate pursuant to Attachment A. All bills shall be certified as true and correct by VHA and/or OCHA.

c) Notwithstanding any other provisions herein, total payments under this contract shall not exceed the budgeted amount without further authorization from the OCHA. In the event that the contract maximum of budgeted amount is reached and the OCHA does not authorize further expenditures, the VHA shall have no further obligation to perform services under this agreement.

### **3. SCOPE OF SERVICES:**

#### **VHA shall perform the following management services:**

- a) Carry out the organizational, managerial, supervisory, coordinating and monitoring functions for OCHA.
- b) Provide leadership to OCHA and the community in the management and maintenance of decent, safe and sanitary affordable housing for residents of OCHA.
- c) Establish appropriate advocacy relationships with, and act as OCHA's primary spokesperson and representative to local, state and federal elected officials and administrative personnel, resident representatives and organization and private sector organizations and foundations.
- d) Promote the creation and sustenance of a cohesive functioning community partnership to facilitate housing and development activities.
- e) Advocate through appropriate channels legislative and administrative policies, programs and positions that will advance OCHA's housing and redevelopment mandate.
- f) Perform and execute all management duties for OCHA according to applicable federal and state statutes.
- g) Take all personnel, management and administrative actions to facilitate the day to day operation of OCHA except hiring and firing of any employee of OCHA shall be subject to approval of the Commissioners of OCHA.
- h) Coordinate and oversee all functions exercised by VHA under this agreement.
- i) Make recommendations for plans and policies to correct any managerial deficiencies within OCHA.
- j) Prepare the agenda for and attend all regular special meetings of the OCHA.

#### **VHA and/or OCHA shall perform the following maintenance services:**

- a) Provide as-needed Maintenance services to OCHA properties. These services may include vacancy turnover services and/or landscaping/work order completion services.
- b) Provide as-needed Maintenance services to VHA properties. These services may include vacancy turnover services and/or landscaping/work order completion services.

#### **4. RIGHT TO HIRE OTHERS:**

a) VHA and/or OCHA shall have the right to designate its staff to assist in fulfilling OCHA's responsibilities under this Agreement. Compensation for such employees shall be pursuant to the rates indicated on Attachment A.

**5. INDEPENDENT CONTRACTOR:** VHA and/or OCHA employees designated to perform services under this contract shall be deemed to be independent contractors, as a group and separately, and shall not be deemed to be employees of VHA and/or OCHA for any purpose whatsoever.

**6. CONTRACT PERIOD AND OPTION TO EXTEND:** The contract shall be effective upon the execution of this Agreement and shall continue until **September 30, 2025**, unless terminated before as permitted in this Agreement. The contract shall be automatically renewed for a five-year term unless written notice is received by either party at least 30 days prior to the expiration day.

**7. BOND AND INSURANCE:** VHA on the effective date of this contract, shall, furnish OCHA with a fidelity bond issued by a surety company satisfactory to OCHA in the amount of \$1,000,000.00 indemnifying OCHA against loss, theft, embezzlement or other fraudulent acts on the part of VHA or its employees. The cost of said bond is included in the annual fee.

a) VHA and/or OCHA shall carry such Worker's Compensation insurance as is now or hereafter required by law as to those persons performing services for OCHA pursuant to this Agreement.

#### **8. INDEMNIFICATION AND LIABILITY INSURANCE:**

a) OCHA shall indemnify, hold harmless and defend VHA against all claims that arise out of or result from its performance of this Agreement. VHA shall indemnify, hold harmless and defend OCHA against all claims that arise out of or result from its performance of this Agreement

b) OCHA at its cost shall obtain an insurance policy for Officers, directors, and Employees covering VHA employees who perform services pursuant to this Agreement in the amount of \$1,000,000.00 or, in the alternative, VHA shall be added to the policy of OCHA insuring the Directors, Officers and Employees of the VHA. VHA at its cost shall obtain an insurance policy for Officers, directors, and Employees covering VHA employees who perform services pursuant to this Agreement in the amount of \$1,000,000.00.

c) OCHA shall continue, in force, liability insurance coverage naming VHA and its Officers, Commissioners, and staff as additional insured. VHA shall continue, in force, liability insurance coverage naming OCHA and its Officers, Commissioners, and staff as additional insured

d) If OCHA or VHA refuses or fails to obtain and continue such insurance prior to the effective date of this Agreement, said Agreement shall be null and void.

**9. RECORDS:** VHA and/or OCHA shall maintain a comprehensive system of records, books, and accounts in a manner satisfactory to HUD and VHA and/or OCHA. All records, books, and accounts, together with all documents, papers and records of VHA and/or OCHA which relate to the operation of VHA and/or OCHA shall be available for examination at reasonable hours by any authorized representative of HUD, the Comptroller General or New Jersey Department of Community Affairs and VHA and/or OCHA. VHA and/or OCHA will turn over all records to VHA and/or OCHA at the termination of this contract. All records shall be maintained at the offices of the VHA and/or OCHA.

#### **10. EQUAL EMPLOYMENT OPPORTUNITY:**

During the performance of this contract, VHA and OCHA agrees as follows:

a) VHA\OCHA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff

or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. VHA\OCHA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity clause.

b) In the event of VHA's\OCHA's noncompliance with the Equal Opportunity clause of this contract or with any other such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and VHA\OCHA may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1966, and such other sanctions may be imposed and remedies invoked as provided in such order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**11. LIMITATION ON EXPENDITURES:** Notwithstanding any of the foregoing provisions, the prior approval of OCHA will be required for any expenditure.

**12. NOTICES:** Where notice to a party is required under the terms of this Agreement, such notice shall be given to and such approval shall be given to the following representatives of each party:

**Robert Barr, Chairperson of The Housing Authority of the City of Ocean City**  
**Mario Ruiz-Mesa, Chairperson of Vineland Housing Authority**

**13. CONTINGENCIES:** This contract shall be subject to the approval of the United States Department of Housing and Urban Development.

**14.** The parties agree that this agreement is in lieu of the 120-day notice provision provided by N.J.S.A. 10A:12A-18, and that VHA expressly waives the benefit of same.

**15. INTERLOCAL SERVICES ACT:** This agreement complies with the Interlocal Services Act 40:8A-1 through 40:9A-4 providing authority to enter into a contract for joint provision of services.

**16. INTERPRETATION:** This Agreement shall be interpreted under the laws of the State of New Jersey. This Agreement constitutes the entire agreement between the parties and no changes will be valid unless made by in writing and executed by the parties.

ATTEST: HOUSING AUTHORITY OF THE CITY OF OCEAN CITY

ATTEST:

By:

  
Robert Barr, Chairperson

ATTEST: HOUSING AUTHORITY OF THE CITY OF VINELAND

ATTEST:

By:

  
Mario Ruiz-Mesa, Chairperson

SEE ATTACHED — "ATTACHMENT A"

**ATTACHMENT A  
VINELAND HOUSING AUTHORITY  
SCHEDULE OF SERVICES FOR THE  
HOUSING AUTHORITY OF THE CITY OF OCEAN CITY**

**For Public Housing/RAD – 121 Units/Affordable Housing – 10 Units – General  
Managerial Services as Listed Below**

- a) Carry out the organizational, managerial, supervisory, coordinating and monitoring functions for OCHA.
- b) Provide leadership to OCHA and the community in the management and maintenance of decent, safe and sanitary affordable housing for residents of OCHA.
- c) Establish appropriate advocacy relationships with, and act as OCHA's primary spokesperson and representative to local, state and federal elected officials and administrative personnel, resident representatives and organization and private sector organizations and foundations.
- d) Promote the creation and sustenance of a cohesive functioning community partnership to facilitate housing and development activities.
- e) Advocate through appropriate channels legislative and administrative policies, programs and positions that will advance OCHA's housing and redevelopment mandate.
- f) Perform and execute all management duties for OCHA according to applicable federal and state statutes.
- g) Take all personnel, management and administrative actions to facilitate the day-to-day operation of OCHA, except hiring, firing and disciplinary action of any employee of OCHA shall be subject to approval of the Commissioners of OCHA.
- h) Coordinate and oversee all functions exercised by VHA under this agreement.
- i) Make recommendations for plans and policies to correct any managerial deficiencies within OCHA.
- j) Prepare the agenda for and attend all regular and special meetings of the OCHA.
- k) Provide Managing Agent Services for the Ocean Community Development Corporation through the Ocean City Housing Authority for 10 units of Affordable Housing.

**Annual Fee for above Managerial Services: \$80,000  
(to be invoiced monthly)**

**For General Office Coverage, Phone Coverage and Accounts Payable  
Preparation:**

- a) Office Coverage – On-Site  
(Includes travel time – billed for days on-site only)  
Hours\* - Approximately 1,092 hours \$70,980
  - b) Phone Coverage – Off-Site – Monday through Friday-8:30am to 4:30 pm  
Phones are answered at VHA for OCHA as needed/when needed;  
Flat Rate – 125 hours \$ 8,125
  - c) Accounts Payable Preparation  
Hours\* - Approximately 20 hours per month (as needed) \$15,600
- \*All hours are billed at \$65.00 per hour

**Total Estimated for General Office & Phone Coverage/Accounts  
Payable Preparation**

**\$94,705**

**Annual Inspections, Special Inspections, Bed Bug Inspections and Investigations will be charged on the actual time for each service at \$65.00 per hour**

**Other services to be provided as needed and upon request of the Commissioners of the OCHA, except in the case of financial or safety urgency:**

<b>OTHER SERVICES AS NEEDED*:</b>	
<b>DEVELOPMENT ACTIVITIES</b>	<b>\$80 - \$145</b>
<b>ADMINISTRATIVE</b>	<b>\$50 - \$125</b>
<b>ACCOUNTING</b>	<b>\$60 - \$145</b>
<b>INSPECTIONS</b>	<b>\$50 - \$125</b>
<b>IT ASSISTANCE</b>	<b>\$50 - \$145</b>
<b>CAPITAL FUND ADMINISTRATION</b>	<b>\$50 - \$145</b>
<b>OCCUPANCY SPECIALIST</b>	<b>\$30 - \$145</b>
<b>MAINTENANCE</b>	<b>\$50 - \$145</b>
<b>SOCIAL SERVICES – MSW</b>	<b>\$50 - \$145</b>
<b>HOME SUPPORT SERVICES</b>	<b>\$40 - \$145</b>
<b>*Fees do not include mileage; The current IRS mileage rate will apply for any of the “Other Services As Needed” listed above; Hourly rates will be charged Portal-Portal.</b>	

Ocean City Housing Authority  
County of Cape May  
State of New Jersey

RESOLUTION NO. 2023-57  
Resolution to Reject Bids for the Pecks Beach Family Redevelopment

WHEREAS, the Ocean City Housing Authority solicited Invitation for Bids for the redevelopment of Pecks Beach Family; and

WHEREAS, bid was advertised pursuant to section 4 of P.L.1971, c.198 (C.40A:11-4) on August 15, 2023; and

WHEREAS, two bids were received on September 12, 2023; and

WHEREAS, the governing body has rejected such bids because it was determined that they are not reasonable as to pricing; and

NOW, THEREFORE, BE IT RESOLVED the governing body authorizes the Purchasing Agent to re-bid the project.

ADOPTED: September 19, 2023

VOTE:


Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Commissioner McCall	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Henry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Mumman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Broadley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chairman Barr	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OCEAN CITY HOUSING AUTHORITY

BY:   
Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on September 19, 2023 at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey.

By:   
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer



September 14, 2023

Jacqueline Jones, Executive Director  
Ocean City Housing Authority  
204 4<sup>th</sup> Street  
Ocean City, NJ 08226

Re: Pecks Beach Redevelopment  
Recommendation to Reject

Dear Ms. Jones,

On Tuesday, September 12, 2023 bids were publicly opened and read aloud for the above referenced project. Two (2) contractors submitted bids for the project. The lowest bid was submitted by Gary F. Gardner, Inc. of Medford, New Jersey in the amount of \$22,603,286.00. Our office has evaluated their bid and believe it to be over budget. Therefore, we recommend the board of the Ocean City Housing Authority does not award a construction contract to Gary F. Gardner, Inc.

Thank you for the opportunity to be of service.

Sincerely,

Michael R. Donovan, AIA

**donovan**  
a r c h i t e c t s

9 TANNER ST. | SUITE 201  
HADDONFIELD NJ 08033  
donovanarchitects.com



Ocean City Housing Authority  
County of Cape May  
State of New Jersey

RESOLUTION NO. 2023-59  
A Resolution Authorizing Entering into a Contract Agreement  
with Global Furniture Group – Dealer of Record Nickerson, NJ

WHEREAS, it is necessary for the proper conduct of the order of business that the Ocean City Housing Authority enter into contract agreement with Global Furniture Group – Dealer of Record Nickerson, NJ; and,

WHEREAS, it is necessary for the Ocean City Housing Authority to acquire furniture for its Administrative Offices and Community Spaces and,

WHEREAS, funds are available for the purpose of entering into a contract agreement with Global Furniture Group – Dealer of Record Nickerson, NJ; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-5 – the Educational Services Commission of New Jersey is registered as Lead Cooperative agency NJ System Identifier #65MCESCCPS; and,

WHEREAS, the Educational Services Commission of New Jersey awarded Bid #ESCNJ 22/23-08 to Global Furniture Group – Dealer of Record Nickerson, NJ on March 30, 2022; and,

WHEREAS, the Ocean City Housing Authority finds it to be in the best interests of said Authority to enter into the Educational Services Commission of New Jersey Bid # ESCNJ 22/23-08 contract agreement with Global Furniture Group – Dealer of Record Nickerson, NJ for the purchase of furniture in the amount not to exceed \$62,000.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners to the Ocean City Housing Authority authorizes the award of a contract agreement with Global Furniture Group – Dealer of Record Nickerson, NJ – 17 West Stow Road, PO Box 562; Marlton, NJ 08053.

ADOPTED: September 19, 2023

VOTE:

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					✓
Commissioner McCall	✓				✓	
Commissioner Jackson	✓					
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY:   
Robert Barr, Chairperson

ATTESTATION:  
This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on September 19, 2023 at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey.

By:   
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

**CERTIFICATION**

Funding is available for:

**PURCHASING ADMNISTRATIVE OFFICE AND COMMUNITY SPACE FURNITURE**

from the operating budget. The line item to be charged for the above expenditure is Account # 1400-08-000 (Furniture & Equipment – Admin).

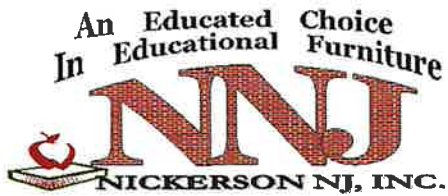


Wendy Hughes

Certifying Financial Officer



Date



515 Union Avenue  
Union Beach, NJ 07735  
732.721.0094 phone  
732.721.0115 fax  
www.nickersonnj.com



**PLEASE NOTE - ALL PO'S MUST BE MADE OUT TO MANUFACTURER - SEE BELOW FOR DETAILS**

Date: April 15, 2023

Quote # 1014747

**Send To**
















OCEAN CITY HOUSING AUTHORITY  
861 Asbury Avenue  
Ocean City, NJ 08226  
[rmiller@vha.org](mailto:rmiller@vha.org)







**Ship To**

City of Ocean City  
115 12th Street  
Ocean City, NJ 08226

RE: Global Furniture Group

We are pleased to present you the following quotation:

Qty	Model	Item	Mfr	Description	List Price	Unit Price	Extended
<b>Housing Authority Conference Room</b>							
4	CNQ2424		Global	Connectables Tables Qtr Round Top 24x24 - Noce Grigio	\$ 287.00	\$ 146.37	\$ 585.48
8	CNRU2460		Global	Rectangular Top 24x60 - Noce Grigio	\$ 552.00	\$ 281.52	\$ 2,252.16
12	GCNTLG30P		Global	T-Leg Pair - Black	\$ 630.00	\$ 321.30	\$ 3,855.60
24	CNCP		Global	Set of (2) Dual Wheel Casters, One Locking	\$ 63.00	\$ 32.13	\$ 771.12
12	6324		Global	Vion Armless Guest Chair, Mesh Back - Ivory MS78 (6) Maharam Apt AT58 Botanic, (6) Maharam Apt AT57 Shoreline, Black Frame	\$ 962.00	\$ 490.62	\$ 5,887.44
<b>Housing Authority Management Office</b>							
1	A3066S4R		Global	Full To Floor Single Pedestal Desk, 30x66 - Right, B/B/F Pedestal Right, AGI Grommet Left Noce Grigio, Bicut Edge, <b>Add for Handles</b>	\$ 1,797.00	\$ 916.47	\$ 916.47
1	A2442L4		Global	Full to Floor 24x42 Flush Return Left, F/F Pedestal Left Noce Grigio, Bicut Edge, <b>Add for Handles</b>	\$ 1,328.00	\$ 677.28	\$ 677.28
8	6324		Global	Vion Armless Guest Chair, Mesh Back - Ivory MS78 (4) Maharam Apt AT58 Botanic, (4) Maharam Apt AT57 Shoreline - Black Frame	\$ 962.00	\$ 490.62	\$ 3,924.96
1	GCRR36		Global	Boardroom Table, 36" Round W/Self Edge, Tubular Base - Noce Grigio, Black Base	\$ 744.00	\$ 379.44	\$ 379.44
2	A2460T		Global	24Dx60W Freestanding Table Base - Noce Grigio, Bicut Edge	\$ 840.00	\$ 428.40	\$ 856.80
<b>Community Room</b>							
8	7875		Global	Citi Lounge Chair W/Arms, 30W x 31D - Gr 8 Fabric - (4) Maharam Apt AT58 Botanic, (4) Maharam Apt AT57 Shoreline	\$ 2,318.00	\$ 1,182.18	\$ 9,457.44
2	7876		Global	Citi Lounge 2 Seat Sofa, 51.25W x 31D W/Arms - Gr 5 - Cosmopolitan CP 13 Opal Polyester & Nylon	\$ 2,046.00	\$ 1,043.46	\$ 2,086.92
2	7885		Global	Citi End Table 20W x x24D - Laminate Noce Grigio	\$ 827.00	\$ 421.77	\$ 843.54
2	7887		Global	Citi Coffee Table 40Wx20x15H - Noce Grigio	\$ 863.00	\$ 440.13	\$ 880.26
20	6713		Global	Popcorn Armless Chair, Poly Back (Sand) - Grade 8 (10) Maharam Apt AT58 Botanic, (10) Maharam Apt AT57 Shoreline - Black Frame	\$ 591.00	\$ 301.41	\$ 6,028.20

5	GCCR42		Global	42" Round Table W/Self Edge & Tubular Base - Noce Grigio	\$ 863.00	\$ 440.13	\$ 2,200.65
<b>Add-Ons</b>							
2	CNR2448		Global	Rectangular Top 24x48 - Noce Grigio	\$ 414.00	\$ 211.14	\$ 422.28
1	Z361836BD		Global	Buffet Credenza W/Double Doors, Bicut Edge 1", 36W x 36Hx 18D, Handles - Dimpled Nickel(HZ) - Noce Grigio	\$ 1,664.00	\$ 848.64	\$ 848.64
2	Z482036BD		Global	Buffet Credenza, (2) 6" Drawers on Top, Double Door Storage Below, 1" Top Bicut Edge, 20D x 48Wx 36H Noce Grigio	\$ 2,209.00	\$ 1,126.59	\$ 2,253.18
15	2670-4		Global	Accord High Back Tilter W/Loop Arm, Mesh Back - Desert Sand - Grade 6 Fabric Mahjarm Conduit CO53 Carribbean (11) Conference Room, (4) Office	\$ 1,690.00	\$ 861.90	\$ 12,928.50
14	CNGFP		Global	Ganging Connector	\$ 69.00	\$ 35.19	\$ 492.66
						<b>SUBTOTAL</b>	<b>\$ 58,549.02</b>
						<b>GRAND TOTAL</b>	<b>\$ 58,549.02</b>

Global Furniture Group prices are based off list pricing with the following discount per ESCNJ 22/23-08 Contract

49%

Returns will not be accepted without prior authorization and are subject to a restocking fee plus freight. Custom items may not be returned.

Lead-time approximately 6-8 weeks A/R/O and all color selections.

All prices are based on quantities listed above, should you change quantities please request a revised quote.

**\*Please note, due to the volatility of raw materials and transportation, lead times are subject to change.**

Please make Purchase Order out to:

*Global*

*Dealer of Record Nickerson NJ*

*17 West Stow Road*

*PO Box 562*

*Marlton, NJ 08053*

All Purchased Orders MUST be emailed to [Orders@Nickersonnj.com](mailto:Orders@Nickersonnj.com) and [Amazer@Nickersonnj.com](mailto:Amazer@Nickersonnj.com)

Any Purchased Orders sent directly to the maufacturers or mailed to Nickerson will not be honored

Please contact us with any questions or should you require additional information.

Sincerely,

*Anne Mazer*

Anne Mazer | Account Executive

P- 732-241-7118

Ocean City Housing Authority  
County of Cape May  
State of New Jersey

Resolution #2023-60

RESOLUTION AUTHORIZING THE HOUSING AUTHORITY OF THE CITY OF  
OCEAN CITY TO ENTER INTO A SHARED SERVICES AGREEMENT  
WITH THE CITY OF CAPE MAY HOUSING AUTHORITY  
FOR MAINTENANCE SERVICES

**WHEREAS**, the Housing Authority of the City of Ocean City (OCHA) wishes to enter into a Shared Services Agreement with the Housing Authority of the City of Cape May, New Jersey ("CMHA"); and

**WHEREAS**, the OCHA wishes to enter into a Shared Services Agreement with the CMHA according to the terms of the attached Shared Services Agreement between the Authorities; and

**WHEREAS**, this Shared Services Agreement effective October 1, 2023, is to provide general maintenance/landscaping services by the CMHA to the OCHA on an as-needed/when needed basis;

**WHEREAS**, the agreement shall become effective immediately and will remain in effect through September 30, 2025, unless terminated by either party with 30 days' notice to the other party; and

**WHEREAS**, such agreements are acceptable to the State of New Jersey and are governed by New Jersey state law and regulations (N.J.A.C. 5:44-3.1(a) and N.J.S.A. 40A:12A-18) and are permitted by Federal regulations governing Public Housing Authorities; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Ocean City Housing Authority at the open public meeting held on September 19, 2023 that the Housing Authority of the City of Ocean City authorizes the execution of an Agreement for Shared Administrative Services with the Housing Authority of the City of Cape May under the terms stated above.

**ADOPTED:** September 19, 2023

**VOTE:**

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Commissioner McCall	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Henry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Mumman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commissioner Broadley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chairman Barr	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OCEAN CITY HOUSING AUTHORITY

BY:   
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on September 19, 2023 at the Administrative Offices – 204 4<sup>th</sup> Street, Ocean City, New Jersey.

By:

  
Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

**AGREEMENT FOR MAINTENANCE SERVICES  
BY AND BETWEEN  
THE HOUSING AUTHORITY OF THE CITY OF CAPE MAY  
AND  
THE HOUSING AUTHORITY OF THE CITY OF OCEAN CITY**

**THIS AGREEMENT** is made on this 1<sup>st</sup> day of October, 2023 by and between the Housing Authority of the City of Cape May (hereinafter "CHA") and The Housing Authority of the City of Ocean City (hereinafter "OCHA").

**PREAMBLE:**

**WHEREAS**, CMHA is a public body corporate established by the Department of Housing and Urban Development as an independent federal housing agency administering a Public Housing Program; and

**WHEREAS**, OCHA is a public body corporate established by the Department of Housing and Urban Development as an independent federal housing agency administering Public Housing and Rental Assistance Demonstration Programs; and

**WHEREAS**, OCHA and CMHA wish to mutually share maintenance services; and

**WHEREAS**, OCHA and CMHA wish to enter into a mutual maintenance services contract; and

**WHEREAS**, funds are available for this purpose; and

**WHEREAS**, it is in the best interests of both authorities to share services; and

**WHEREAS**, said sharing of services need not be advertised or bid as same is not subject to either federal or state procurement standards as same is an intergovernmental contract.

**NOW, THEREFORE, the parties agree as follows:**

**1. AGREEMENT TO PROVIDE MAINTENANCE SERVICES:** CMHA and OCHA hereby agrees that it shall provide maintenance services and additional services on an as-needed and as-requested basis, except in the case of financial or safety urgency for CMHA and/or OCHA in accordance with the terms and conditions of this Agreement. OCHA and CMHA mutually agrees to reimburse CMHA and/or OCHA for said services in accordance with the terms and conditions of this Agreement.

**2. COMPENSATION:** CMHA and/or OCHA Shall be reimbursed for the services provided hereunder as follows:

Payment shall be made for services rendered. CMHA and/or OCHA shall submit bills monthly to OCHA and/or CMHA.

a) Provide as-needed Maintenance services to OCHA and/or CMHA properties. These services may include vacancy turnover services and/or landscaping/work order completion services and shall be billed on a monthly basis with the following information: the name and title of each CMHA

and/or OCHA employee who performed services for OCHA and/or CMHA during the preceding month, the dates and hours (where applicable) during which said services were performed and the hourly rate pursuant to Attachment A. All bills shall be certified as true and correct by CMHA and/or OCHA.

- b) Notwithstanding any other provisions herein, total payments under this contract shall not exceed the budgeted amount without further authorization from the OCHA and/or CMHA. In the event that the contract maximum of budgeted amount is reached and the OCHA and/or CMHA does not authorize further expenditures, the CMHA and/or OCHA shall have no further obligation to perform services under this agreement.

### **3. SCOPE OF SERVICES:**

CMHA shall perform the following services:

- a) Provide as-needed Maintenance services to OCHA properties. These services may include vacancy turnover services and/or landscaping/work order completion services.

OCHA shall perform the following services:

- b) Provide as-needed Maintenance services to CMHA properties. These services may include vacancy turnover services and/or landscaping/work order completion services.

### **4. RIGHT TO HIRE OTHERS:**

- a) CMHA shall have the right to designate its staff to assist in fulfilling CMHA's responsibilities under this Agreement. Compensation for such employees shall be pursuant to the rates indicated on Attachment A.
- b) OCHA shall have the right to designate its staff to assist in fulfilling OCHA's responsibilities under this Agreement. Compensation for such employees shall be pursuant to the rates indicated on Attachment B.

**5. INDEPENDENT CONTRACTOR:** CMHA employees designated to perform services under this contract shall be deemed to be independent contractors, as a group and separately, and shall not be deemed to be employees of OCHA for any purpose whatsoever.

OCHA employees designated to perform services under this contract shall be deemed to be independent contractors, as a group and separately, and shall not be deemed to be employees of CMHA for any purpose whatsoever.

**6. CONTRACT PERIOD AND OPTION TO EXTEND:** The contract shall be effective upon the execution of this Agreement and shall continue through September 30, 2025, unless terminated before as permitted in this Agreement. Either party may terminate the contract with 30 days advance written notice during the term of the contract.

**7. INSURANCE:** CMHA shall carry such Worker's Compensation insurance as is now or hereafter required by law as to those persons performing services for OCHA pursuant to this Agreement.

OCHA shall carry such Worker's Compensation insurance as is now or hereafter required by law as to those persons performing services for CMHA pursuant to this Agreement.



## **8. INDEMNIFICATION AND LIABILITY INSURANCE:**

- a) CMHA shall indemnify, hold harmless and defend OCHA against all claims that arise out of or result from its performance of this Agreement. OCHA shall indemnify, hold harmless and defend CMHA against all claims that arise out of or result from its performance of this Agreement
- b) CMHA at its cost shall obtain an insurance policy covering OCHA, its Officers, Commissioners, and Employees in the amount of \$1,000,000.00 or, in the alternative, OCHA shall be added to the policy of CMHA insuring the Commissioners, Officers and Employees of the OCHA. OCHA at its cost shall obtain an insurance policy for Officers, Commissioners, and Employees covering OCHA employees who perform services pursuant to this Agreement in the amount of \$1,000,000.00.
- c) CMHA shall continue, in force, liability insurance coverage naming OCHA and its Officers, Commissioners, and staff as additional insured. OCHA shall continue, in force, liability insurance coverage naming CMHA and its Officers, Commissioners, and staff as additional insured
- d) If CMHA or OCHA refuses or fails to obtain and continue such insurance prior to the effective date of this Agreement, said Agreement shall be null and void.

**9. RECORDS:** CMHA shall maintain a comprehensive system of records, books, and accounts in a manner satisfactory to HUD and OCHA. All records, books, and accounts, together with all documents, papers and records of CMHA which relate to the operation of CMHA shall be available for examination at reasonable hours by any authorized representative of HUD, the Comptroller General or New Jersey Department of Community Affairs and CMHA. CMHA will turn over all records to OCHA at the termination of this contract. All records shall be maintained at the offices of the CMHA.

OCHA shall maintain a comprehensive system of records, books, and accounts in a manner satisfactory to HUD and CMHA. All records, books, and accounts, together with all documents, papers and records of OCHA which relate to the operation of OCHA shall be available for examination at reasonable hours by any authorized representative of HUD, the Comptroller General or New Jersey Department of Community Affairs and OCHA. OCHA will turn over all records to CMHA at the termination of this contract. All records shall be maintained at the offices of the OCHA.

## **10. EQUAL EMPLOYMENT OPPORTUNITY:**

During the performance of this contract, OCHA & CMHA agrees as follows:

- a) OCHA\CMHA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. OCHA\CMHA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity clause.
- b) In the event of OCHA's\CMHA'S noncompliance with the Equal Opportunity clause of this contract or with any other such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and OCHA\CMHA may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1966, and such other sanctions may be imposed and remedies invoked as provided in such order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**11. LIMITATION ON EXPENDITURES:** Notwithstanding any of the foregoing provisions, the prior approval of CMHA will be required for any expenditure.

**12. NOTICES:** Where notice to a party is required under the terms of this Agreement, such notice shall be given to and such approval shall be given to the following representatives of each party:

**Dr. Keith Lafferty, Chairperson of the Housing Authority of the City of Cape May**  
**Robert Barr, Chairperson of the Housing Authority of the City of Ocean City**

**13. CONTINGENCIES:** This contract shall be subject to the approval of the United States Department of Housing and Urban Development.

**14.** The parties agree that this agreement is in lieu of the 120-day notice provision provided by N.J.S.A. 10A:12A-18, and that OCHA expressly waives the benefit of same.

**15. INTERLOCAL SERVICES ACT:** This agreement complies with the Interlocal Services Act 40:8A-1 through 40:9A-4 providing authority to enter into a contract for joint provision of services.

**16. INTERPRETATION:** This Agreement shall be interpreted under the laws of the State of New Jersey. This Agreement constitutes the entire agreement between the parties and no changes will be valid unless made by in writing and executed by the parties.

**HOUSING AUTHORITY OF THE  
CITY OF CAPE MAY**

ATTEST: 

By:    
Dr. Keith Lafferty, Chairperson

**HOUSING AUTHORITY OF THE  
CITY OF OCEAN CITY**

ATTEST: 

By:   
Robert Barr, Chairperson

**SEE ATTACHED – "ATTACHMENT A and ATTACHMENT B"**

**HOUSING AUTHORITY OF THE CITY OF CAPE MAY  
ATTACHMENT A  
SCHEDULE OF SERVICES FOR THE OCEAN CITY HOUSING AUTHORITY**

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Maintenance services are to be provided to the Housing Authority of Ocean City Housing Authority on an as-needed basis for the purposes of covering the Maintenance Services when the current Maintenance Repairman is on vacation. In addition, Maintenance services may also be provided for assistance with the turnover of vacancies, landscaping, work orders, etc.

Other services to be provided as needed and upon request of the Commissioners of the OCHA, except in the case of financial or safety urgency:

<b>OTHER SERVICES AS NEEDED*:</b>	
<b>MAINTENANCE</b>	<b>\$50 - \$85</b>
<b>*Fees do not include mileage; The current IRS mileage rate will apply for any of the "Other Services As Needed" listed above; Hourly rates will be charged Portal-Portal.</b>	

**SEE ATTACHED – “ATTACHMENT B”**

**HOUSING AUTHORITY OF OCEAN CITY  
ATTACHMENT B  
SCHEDULE OF SERVICES FOR THE CITY OF CAPE MAY HOUSING AUTHORITY**

Maintenance services are to be provided to the Housing Authority of the City of Cape May Housing Authority on an as-needed basis for the purposes of covering the Maintenance Services when the current Maintenance Repairman is on vacation. In addition, Maintenance services may also be provided for assistance with the turnover of vacancies, landscaping, work orders, etc.

Other services to be provided as needed and upon request of the Commissioners of the CMHA, except in the case of financial or safety urgency:

<b>OTHER SERVICES AS NEEDED*:</b>	
<b>MAINTENANCE</b>	<b>\$50 - \$85</b>
<b>*Fees do not include mileage; The current IRS mileage rate will apply for any of the “Other Services As Needed” listed above; Hourly rates will be charged Portal-Portal.</b>	